

OBDII SCANNER LEASE AND SOFTWARE LICENSE AGREEMENT

THIS OBDII SCANNER LEASE AND SOFTWARE LICENSE AGREEMENT (this “**Agreement**”) is made as of _____ (the “**Effective Date**”), by and between CalPro Holdings, LLC dba CalPro ADAS Solutions, a Delaware limited liability company having an address at 6130 Blue Circle Drive, Suite 200, Minnetonka, MN 55343 (“**Lessor**”, “**we**” or “**us**”) and _____, an individual, with a principal place of business at _____ (“**Lessee**” or “**you**”). Lessor and Lessee are referred to herein individually as a “**Party**” and collectively as “**Parties.**”

Number of Devices Leased: _____	Number of Authorized Users: _____
Total Deposit Due: \$100 per Device = \$_____	Agreement Term: <input type="checkbox"/> Monthly <input type="checkbox"/> Annual
Rent: \$ _____ per <input type="checkbox"/> Month/ <input type="checkbox"/> Year per Device = \$_____	
Description of Leased Device(s): ADAS IdentiScan Model #AIS-001: Bluetooth-enabled OBDII scanner(s) allowing for connection to ADAS IdentiScan mobile application on the user’s Mobile Device. The Device(s), when plugged into a vehicle’s OBDII port and then properly connected to the user’s Mobile Device, will allow the user to connect directly to the vehicle’s computer system and commence the ADAS IdentiScan diagnostic process.	

- Device(s) Lease. Lessee hereby leases from Lessor the Device(s), as further described above, upon the terms and conditions set forth herein. Lessee shall use the Device(s) in a careful and proper manner and shall comply with all laws and ordinances relating to its use. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Device(s). Upon an Upgrade to the Device(s), or upon termination of this Agreement, Lessee shall return the Device(s) to Lessor in good condition and working order.
- Upgrade. During the Term, we may require you to upgrade your Device(s) (an “**Upgrade**”). Any Upgrade will be provided to you at our sole cost, unless separately agreed to by the Parties, and will provide at least the same functionality as your current Device(s). Any Upgrade shall not change the obligations of the Parties under this Agreement unless separately agreed to in writing.
- Software License. Subject to the terms of this Agreement, Lessor grants you a limited, non-exclusive, and nontransferable license to download, install, and use the ADAS IdentiScan application (the “**Software**”), for your use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”).
- Fees. Fees for any Device(s) leased hereunder shall consist of (a) a deposit (“**Security Deposit**”), due concurrently with the execution of this agreement; and (b) a periodic fee (“**Rent**”) due either annually or monthly as set forth above. Rent shall be due on the first day of each month following the Effective Date, or on the annual anniversary of the Effective Date, as applicable, and shall be paid without any set-off or deduction whatsoever. Lessee shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

THIS AGREEMENT INCLUDES THE STANDARD TERMS AND CONDITONS ON PAGES 2 AND 3

IN WITNESS WHEREOF, the Parties hereto have duly executed this OBDII Scanner Lease And Software License Agreement as of the day and year first above written.

“**Lessor**”
 CALPRO HOLDINGS, LLC

“**Lessee**”

By _____
 Its _____

 Legal Name

STANDARD TERMS AND CONDITIONS

1. Software License Restrictions. You shall not: (i) copy the Software; (ii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software; (iii) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof; (iv) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Software, including any copy thereof; (v) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time; (vi) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software. Each Device leased hereunder (and the accompanying Software license) is intended for use by a single authorized user on a single Mobile Device and should not be otherwise shared, sold or transferred in any manner.
2. Reservation of Rights. You acknowledge and agree that the Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Software, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Lessor and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Software, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
3. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Software, Lessor may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device(s) and about your use of the Software. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Software or certain of its features or functionality. All such data collected pursuant to this Section 3 is referred to herein as “**Customer Data**”. All information we collect through or in connection with this Software is subject to our Privacy Policy, available on our website at www.calproadassolutions.com/privacy-policy.
4. Accounts. When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of this Agreement. You are responsible for safeguarding the password that you use to access the Software and for any activities or actions performed pursuant to your account. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. Your account is for your personal use and not to be shared, including with your colleagues or any other individuals within your organization.
5. Updates. Lessor may from time to time in its sole discretion develop and provide Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Lessor has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (i) the Software will automatically download and install all available Updates; or (ii) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Software or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement.
6. Third-Party Materials; No Warranty as to Recommended Configurations. The Software may display, include, or make available third-party content (including but not limited to data, information, and materials, including but not limited to OEM data, specifications, and requirements in regards to their Advanced Driver Assistance Systems (ADAS) systems which underlies the Software’s recommended configurations) (“**Third-Party Materials**”). You acknowledge and agree that the Software provides these Third-Party Materials on an “as is” basis, and Lessor is not responsible for such Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Lessor does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third Parties’ terms and conditions.
7. Intellectual Property. Lessor and Lessee hereby acknowledge that: (a) Lessor owns all right, title, and interest, including all intellectual property rights, in and to the Software, and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in such Third-Party Materials; and (b) Lessee owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.
8. Term. The term of this Agreement commences on the Effective Date and continues on a month-to-month basis or year-to-year basis, as indicated on the front page of this

Agreement, unless earlier terminated as provided herein (the “**Term**”).

9. **Termination.** Either Party may terminate this lease for any reason upon 30 days’ written notice (including by email) to the other Party. Lessor may terminate this Agreement immediately upon notice to Lessee if: (a) Lessee fails to pay any sum hereunder when due, or (b) Lessee breaches or fails to observe any other covenant of this Agreement, or any other agreement between the Parties, and such default continues for more than 15 days after Lessor sends Lessee written notice of such breach or failure. Upon termination of this Agreement for any reason or in any manner whatsoever, Lessee shall: (x) immediately pay the balance of all unpaid Rent for the balance of the Term without regard to whether possession of the Device(s) has been returned to Lessor, and/or (y) with the express written consent of Lessor, at Lessee’s expense, deliver the Device(s) and all service records relating thereto to Lessor’s premises or such other location designated by Lessor, and (z) cease immediately the use of any or all Software and uninstall and delete all copies of the licensed Software from any Mobile Device owned or controlled by Lessee.
10. **Retention of Security Deposit.** If Lessee shall fully and faithfully perform every provision of this Agreement to be performed by it, the Security Deposit or any balance thereof shall be returned to Lessee upon the expiration of the Term and Lessee’s return of the Device(s); provided, however, that Lessor may elect in its reasonable discretion to retain a portion of the Security Deposit in an amount composed of any or all of the following: (a) any unpaid amounts owed to Lessor pursuant to this Agreement; or (ii) the cost of any damage (excluding normal wear and tear) to the Device(s).
11. **Indemnification.** Lessee agrees that Lessor shall not be liable for, and Lessee shall indemnify, defend and save harmless Lessor (and its affiliates and assigns) from and against any and all liability, loss, diminution, damage, expense, causes of action, suits, claims or judgments arising from or in any way related to the Device(s) or this Agreement. Lessee agrees that its obligations under this Section shall survive the expiration or cancellation of this Agreement and the termination of Lessee’s right to possess the Device(s) or otherwise.
12. **Disclaimer of Warranties.** THE DEVICE(S) AND THE SOFTWARE ARE PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. LESSOR, EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY

ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LESSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR (a) PERSONAL INJURY, PROPERTY DAMAGE OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO SUCH DAMAGES OCCURRING, IN EACH CASE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Miscellaneous.** You may not assign this Agreement without consent of Lessor, which consent may be withheld by Lessor for any reason. Lessor may assign its interest in this Agreement and sell or grant a security interest in all or any part of the Devices without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. This Agreement shall be governed by the laws of the State of Minnesota. This instrument constitutes the entire agreement between the Parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the Parties. This Agreement may be executed in counterparts, each of which will constitute an original, but all of which, when taken together will constitute but one instrument. Execution and delivery of this Agreement by facsimile or other electronic means will be legal, valid and binding execution and delivery for all purposes.