Technology Product License Agreement

IMPORTANT – Read carefully before downloading, copying, installing or using the databases for this Subscription. You may not access or use the databases to which this applies unless you agree to the terms and conditions of this Subscription License Agreement.

BY CLICKING "I ACCEPT" AT THE END OF THIS AGREEMENT OR BY INSTALLING, ACCESSING, OR USING ANY PART OF AUTO CARE LICENSED PROPERTY (AS DEFINED BELOW), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AND YOUR EMPLOYEES AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS.

This Subscription License Agreement ("Agreement") is a legal and binding agreement between Auto Care Association® ("Auto Care") and the Subscriber entity by whom you are employed or whom you represent, or if you do not designate an entity in connection with a Subscription purchase or renewal, you individually, (the "Subscriber") regarding the use of Auto Care Licensed Property (as defined below). The Agreement is effective on the date Auto Care provides you with Confirmation of your Subscription to Auto Care Licensed Property or the date on which your Subscription is renewed, as applicable. Auto Care reserves the right to verify eligibility of the Subscriber at any time and suspend access to Auto Care Licensed Property if eligibility requirements are not met.

1. DEFINITIONS.

"Auto Care" means Auto Care Association.

"Auto Care Licensed Property" means: (i) the Vehicle Configuration Database (VCdb), (ii) Qualifier database (Qdb), (iii) Product Classification database (PCdb), (iv) Product Attribute database (PAdb), and (v) Brand Table, which are offered under the ACES® and PIES® trademarks all located at the URL www.autocarevip.com and includes the associated database IDs, the taxonomy associated with the database IDs, all language translations, and the aggregate data in each database (the property identified in (i) – (iii) shall be referred to as the "Auto Care Databases"; and (iv) all rights, titles, and interests in and to the Auto Care Databases, which are the property of Auto Care.

"Auto Care Marks" means the ACES and PIES trademarks.

"Auto Care Member" means an entity or individual that is a member of Auto Care in good standing and that maintains membership with Auto Care throughout the Term of this Agreement.

"Application" means the Application form submitted by or on behalf of the Subscriber to request access to the Auto Care Licensed Property.

"Authorized Contractor" means an individual or entity that: (i) is engaged by the Subscriber to create Derivative Works of the Auto Care Licensed Property; and (ii) has a subscription with Auto Care.

"Authorized User" means any individual or employee affiliated with the Subscriber or a Third Party to whom Subscriber gives access to Derivative Works.

"Confidential Information" means all non-public or proprietary information of Auto Care, whether disclosed or accessed in written, electronic, or other form or media, or that, by the nature of the circumstances surrounding the disclosure, ought to be treated as proprietary or confidential, including but not limited to: (i) all information concerning Auto Care's Licensed Property or any of Auto Care's products, services, finances, internal practices, technical information, inventions, business, ideas, methods, discoveries, trade secrets, designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes and other visual depictions, know-how and other Intellectual Property; and (ii) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are derived from, in whole or in part, any of the foregoing.

"Confirmation" means Auto Care's written acceptance of the Subscriber's Application form.

"Derivative Works" means: (i) any databases, software programs or applications, or other data compilations and copies thereof, which are developed by the Subscriber and which are based on or incorporate any part of the Auto Care Licensed Property, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the Auto Care Licensed Property may be recast, transformed or adapted; and all information, output, notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are derived from the Auto Care Licensed Property or the Derivative Works or any of the foregoing (in whole or in part).

"Distributing Subscriber" means a Subscriber that distributes Auto Care Licensed Property pursuant to Section 2.2.

"Effective Date" means the date Auto Care provides Subscriber with Confirmation of its subscription to Auto Care Licensed Property or the date on which Subscriber's subscription to Auto Care Licensed Property is renewed.

"Intellectual Property" means all trade secrets, patents, trademarks (registered or unregistered, including any goodwill in such trademarks), service marks, tradenames, copyrights, database rights, design rights, Confidential information, and all other Intellectual Property rights that may subsist anywhere in the world.

"Internal Business Use" means use of the Auto Care Licensed Property or the Derivative Works for use within the Subscriber's business or organization by Authorized Users only and expressly excludes commercial use.

"Proprietary Notice" means any proprietary notice or designation of Auto Care, including, but not limited, trademark notices, copyright notices, patent notices, ACES or PIES table identification numbers, or any other designation associated with the Auto Care Licensed Property.

"Receiver" means any Third Party that receives, directly or indirectly, information, output, notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are generated or derived from the Derivative Works or Auto Care Licensed Property (in whole or in part).

"Subscriber" means the corporate entity or, if not an entity, the individual named on the Application form.

"Term" means twelve (12) months from the Effective Date.

"Territory" means the states or countries the Subscriber is authorized to do business worldwide.

"Third Party" means any person or entity that is not a party to this Agreement, including clients, end users, contractors, and Receivers.

2. LICENSE.

2.1. License Grant.

Subject to the terms and conditions of this Agreement, Auto Care hereby grants Subscriber with a limited, revocable, non-exclusive, non-transferrable, non-assignable license and right, within the Territory, to: (i) access and use Auto Care Licensed Property for Internal Business Use by Authorized Users only; (ii) create printouts of output from Auto Care Licensed Property for Internal Business Use by Authorized Users only; and (iii) create Derivative Works by combining information, data records, files, or other materials (which do not already contain any information, materials, or data of Auto Care) with Auto Care Licensed Property provided that any and all use of the Auto Care Licensed Property alone or in connection with the Derivative Works is by Authorized Users for Internal Business Use only and for the purposes of querying Auto Care Licensed Property to identify a particular output and not for copying or otherwise making available the Auto Care Licensed Property or the Derivative Works, in whole or in part, to Third Parties.

If Subscriber hires a Third Party to create Derivative Works, then, prior to the commencement of work or services provided by the Third Party the third Party must be a Subscriber with Auto Care. Subscribers shall not use Auto Care Licensed Property or Derivative Works outside the scope of this license.

2.2. Distribution License.
Subject to the terms and conditions of this Agreement, Auto Care hereby grants Subscribers a limited, revocable, non-transferable, non-exclusive license and right, within the Territory, to distribute Auto Care Licensed Property and the Derivative Works ("Distributing Subscriber") only to Authorized Users for their Internal Business Use only under the terms of this Agreement provided that each Authorized User to whom such works are distributed by Distributing Subscriber is themselves an independent Subscriber in good standing. Auto Care reserves the right, at any time, to request a complete and accurate report setting forth the identity of all Authorized Users of Auto Care Licensed Property and the Derivative Works from the Distributing Subscriber. If Distributing Subscriber does not provide such a list, or the list contains entities that are not Subscribers in their own right, Auto Care can terminate the Distributing Subscriber's access to Auto Care Licensed Property.

Restrictions. Except as provided above, Subscriber may not modify, alter, comingle, merge, translate, decompile, distribute, disassemble, reverse engineer, benchmark, broadcast, transmit, reproduce, attempt to examine the source code for, publish, license, sub-license, transfer, sell, resell, exploit, rent, timeshare, outsource, provide on a service bureau basis, lease, grant a security interest in, transfer any right(s) in, or otherwise use in any manner not expressly permitted herein, Auto Care Licensed Property, the Derivative Works, or any part thereof. In addition, Subscriber may not remove or alter any Proprietary Notice on the Auto Care Licensed Property or the Derivative Works. All rights not expressly granted to Subscriber herein are hereby reserved by Auto Care, and Subscriber expressly acknowledges and agrees that other than to the extent expressly permitted under Sections 2.1 and 2.2, nothing herein allows the Subscriber to distribute or provide the Auto Care Licensed Property or the Derivative Works to Third Parties that are not Authorized Users.

3. AUTO CARE TRADEMARKS.

3.1. Restrictions.
Subscriber shall not use the Auto Care Marks or any of Auto Care's trademarks in any manner without Auto Care's written consent. Subscriber shall not use the Auto Care Marks (i) in connection with the advertising, promotion, marketing or distribution of any goods, services, products, software, technologies, or the Derivative Works; (ii) as part of the Subscriber's corporate or trade name or any domain name; (iii) in any way that is likely to cause confusion, mistake, or deception; (iv) in any way that may dilute, tarnish, or otherwise diminish the Auto Care's Marks distinctiveness, or jeopardize the reputation of or goodwill associated with the Auto Care Marks or the validity or Auto Care's ownership of the Auto Care Marks or the registrations therein; or (v) to directly or indirectly engage in any unfair unethical, misleading, or deceptive acts or practices that are or might be detrimental to the public or the goodwill or reputation of Auto Care, Auto Care's Licensed Property, Auto Care's products, services, or Intellectual Property, including any dissemination, display, or use of any false, misleading or deceptive representations, depictions, or materials for or in connection with any advertising, promotion, marketing, or in connection with the Derivative Works. Auto Care reserves the right, at any time, and without notice, to terminate this Agreement for any reason, or to modify, suspend, terminate, or interrupt operation of or access to the Auto Care Licensed Property, or any portion thereof, for any reason or to protect Auto Care Licensed Property, Auto Care's Intellectual Property, rights or business, and Auto Care's trademarks and Auto Care Marks.

3.2. Subscriber shall not use, register, or attempt to register in any jurisdiction any trademark, service mark, or trade name that is identical to or confusingly similar to any of Auto Care's trademarks. If Subscriber acquires any rights in any mark that is identical or confusingly similar to any of Auto Care trademarks, by operation of law or otherwise, Subscriber shall and does hereby assign, at no additional cost, all such rights to Auto Care and its successors, together with all associated goodwill in and applications and registrations for such mark.

4. USER OBLIGATIONS.

By installing, accessing, or using the Auto Care Licensed Property in order to view any information and materials, Subscriber represents that the person agreeing to this Agreement is at least eighteen (18) years of age and will, at all times, provide true, accurate, current, and complete information when submitting information or materials in connection with Subscriber's use of the Auto Care Licensed Property, including, without limitation, the information provided on Subscriber's Application submitted on behalf of the Subscriber by whom you are employed and represent or named on the Application form. You represent that you are authorized to bind and accept this Agreement on behalf of the Subscriber. If you provide any false, inaccurate, untrue, or incomplete information, Auto Care reserves the right to immediately terminate Subscriber's access and use of the Auto Care Licensed Property. By downloading, accessing, and/or using the Auto Care Licensed Property, you also represent that Subscriber agrees to abide by all applicable laws and regulations with respect to Subscriber's use of the Auto Care Licensed Property and that such use will not be for any unfair, harassment, or deceptive purposes. Auto Care assumes no responsibility or liability for any claims that may result directly or indirectly from any communications or interactions Subscriber engages in by using the Auto Care Licensed Property.

5. AUDIT RIGHTS.

Subscriber agrees to maintain complete and accurate records of all Authorized Users with access to the Auto Care Licensed Property or the Derivative Works. Auto Care has the right to inspect or audit these records to verify statements of Subscriber and verify that all users of the Auto Care Licensed Proper- ty or the Derivative Works are Authorized Users as defined in Section 2.2. Within seven (7) days of receiving Auto Care's written request, Subscriber will provide a full and accurate report that identifies all users with access to Auto Care Licensed Property or the Derivative Works. Auto Care reserves the right to suspend Subscriber's access to the Auto Care Licensed Property at any time for any reason or if Subscriber does not provide complete and accurate records identifying all users of the Auto Care Licensed Property or the Derivative Works.

6. USERNAME HANDLING POLICY.

Subscriber of the Auto Care Licensed Property requires both a username and a password (provided by Auto Care) and access privileges or rights with respect to Auto Care Licensed Property shall be determined by Auto Care in accordance with this Agreement. Subscriber should consider its username and pass- word as Confidential Information. Doing so ensures that only the Subscriber will be able to access its account through the Auto Care Licensed Property. Accordingly, by using Auto Care Licensed Property, Subscriber agrees to keep its username and password confidential. Subscriber also agrees not to use another Third Party's username and password. Subscriber will immediately notify Auto Care if it becomes aware of any loss or theft of Subscriber's password or any unauthorized use of its username and password. Auto Care cannot and will not be liable for any loss or damage arising from Subscriber's failure to comply with these obligations. Auto Care reserves the right to delete or change a password at any time and for any reason. Subscriber shall ensure that all Authorized Users with access to the Auto Care Licensed Property under this Agreement have reviewed the terms of this Agreement and have agreed, in writing, to abide by the terms of this Agreement.

7. OWNERSHIP.

Auto Care has and retains all ownership, right, title, and interest in and to Auto Care Licensed Property and all programs, software, databases, information, documentation, Confidential Information and Intellectual Property associated with Auto Care Licensed Property. Subscriber acknowledges and agrees that it has no ownership interest in Auto Care Licensed Property and also agrees that nothing in this Agreement shall be construed as transferring any ownership rights in the Auto Care Licensed Property. Subscriber's ownership rights are limited solely to Subscriber's information, data records, and files, and the Derivative Works subject to the Limited Copyright Assignment identified in Section 8.

8. LIMITED COPYRIGHT ASSIGNMENT.

8.1 Upon the creation of any Derivative Works, Auto Care hereby assigns to Subscriber a limited and partial ownership interest in the copyright of the Derivative Works, specifically for the purposes outlined in this Agreement and subject to the restrictions, limitations, and all other terms in this Agreement.

8.2 Subscriber shall not file any copyright applications with the U.S. Copyright Office or any Copyright Offices worldwide for the Derivative Works.

8.3 Subscriber shall not have the right to transfer, assign, or sublicense any of its rights or interests in the Derivative Works to any third party or successor without Auto Care's prior written consent. Any attempt by Subscriber to transfer, assign, or sublicense its rights or interests in the Derivative Works in violation of this Limited Copyright Assignment shall be null and void.

9. TERM; PAYMENT TERMS.

Subscriber acknowledges and agrees to pay the applicable fee(s) specified by Auto Care on the Application form for each year during the Term. Subscriber will only be eligible for member rates if it is an Auto Care Member during the Term. If Subscriber elects a subscription option available to Auto Care Members and Subscriber and ceases to be an Auto Care Member at any time during the Term, Subscriber's subscription will automatically be converted to a non-member license only. Subscriber's subscription to the Auto Care Licensed Property may be automatically renewed after the Term by agreeing to Auto Care's current terms and conditions of the Subscription for Non-Software Developers and paying the applicable fees.

10. CONFIDENTIALITY.

Subscriber acknowledges and agrees that Auto Care Licensed Property and/or the Derivative Works contains Confidential Information. Accordingly, Subscriber agrees to secure and protect the confidentiality of Confidential Information in a manner consistent with the maintenance of Auto Care's rights therein and employ at least the same degree of care as Subscriber uses to maintain its own confidential information of a similar nature, but in no event using less than reasonable efforts. Subscriber shall not, nor permit any Third Party to sell, transfer, publish, use, disclose, or otherwise make available any portion of the Confidential Information, except as expressly authorized in this Agreement.

11. SECURITY.

Subscriber shall not, nor shall Subscriber permit any Third Party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by Auto Care for use of the Auto Care Licensed Property. Auto Care reserves the right at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to the Auto Care Licensed Property, or any portion thereof, to protect the Auto Care Licensed Property or Auto Care's rights or business. Subscriber will immediately notify Auto Care if it becomes aware of any unauthorized use of the Auto Care Licensed Property or the Derivative Works.

12. WARRANTY DISCLAIMER.

AUTO CARE LICENSED PROPERTY AND ANY ASSOCIATED INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILI- TY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS WELL AS ANY WARRANTY RELATED TO THE USE, OR THE RESULTS OF THE USE, OF THE AUTO CARE LICENSED PROPERTY IN TERMS OF AVAILABILITY, ACCURACY, SECURITY, RELIABILITY, OR OTHERWISE. AUTO CARE AND ITS THIRD PARTY LICENSORS DO NOT WARRANT THAT THE AUTO CARE LICENSED PROPERTY WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE AVAILABILITY, QUALITY, AND PERFORMANCE OF THE AUTO CARE LICENSED PROPERTY IS WITH SUBSCRIBER.

13. LIMITATION OF LIABILITY.

AUTO CARE SHALL NOT BE LIABLE FOR ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND AUTO CARE'S CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES, OR NATURAL DISASTERS, STRIKES, OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. MOREOVER, SUBSCRIB- ER AGREES THAT IN NO EVENT SHALL AUTO CARE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE AUTO CARE LICENSED PROPERTY OR DERIVATIVE WORKS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF AUTO CARE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF AUTO CARE OR ITS THIRD-PARTY LICENSORS FOR ANY REASON WHATSOEVER RELATED TO USE OF AUTO CARE LICENSED PROPERTY AND DERIVATIVE WORKS OR ANY CLAIMS RELATING TO THIS AGREEMENT OR AUTO CARE LICENSED PROPERTY SHALL NOT EXCEED $5,000.00 (USD).

14. INDEMNITY

Subscriber agrees to defend, indemnify, and hold harmless Auto Care and its board of directors, committee members, affiliates, employees, licensors, agents, directors, officers, partners, representatives, shareholders, attorneys, successors, and as- signs from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from Subscriber's use, or Subscriber's Authorized Users use of the Auto Care Licensed Property and Derivative Works and any breach of this Agreement by Subscriber or Subscriber's Authorized Users.

Subscriber shall use reasonable efforts to cooperate with Auto Care in defense of any claim, and Subscriber acknowledges and agrees that Auto Care reserves the exclusive right, in its sole discretion, to participate in any claim and assume, at Subscriber's sole expense or such other cost sharing arrangement agreeable to Auto Care, the control, defense, and/or settlement of any matter otherwise subject to this indemnification obligation.

15. GOVERNING LAW.

This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Maryland, U.S.A. as applied to agreements entered into and completely performed in the State of Maryland. For any disputes between the parties under or arising out of this Agreement, the parties agree that jurisdiction shall be in the courts of the State of Maryland. The parties also acknowledge and agree that any state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. Moreover, the parties agree that no action or proceeding may be brought arising from this Agreement more than four (4) years after such claim first arose.

16. TERMINATION.

This Agreement will terminate automatically if Subscriber fails to comply with any of the terms and conditions described herein, including by exceeding the scope of the license or failing to pay in a timely manner any applicable fees, charges, or costs. Auto Care reserves the right to terminate this Agreement for any reason without notice. Upon termination or expiration, Subscriber must return, destroy, or delete from its system all copies of the Auto Care Licensed Property (and any associated materials and data) in your possession. In addition to the miscellaneous clause below, the provisions concerning Auto Care's ownership rights in its Confidential Information and Intellectual Property, confidentiality, indemnity, disclaimers of warranty, limitation of liability, termination, and governing law will survive the termination or expiration of this Agreement for any reason.

17. MISCELLANEOUS.

Subscriber acknowledges that any breach, threatened or actual, of this Agreement will cause irreparable injury to Auto Care, such injury would not be quantifiable in monetary damages, and Auto Care would not have an adequate remedy at law. Subscriber acknowledges, and accepts in full, liability for the conduct of Authorized Users that result in breach of this Agreement. Subscriber therefore agrees that Auto Care and/or its licensors shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of Subscriber's obligations under any provision of this Agreement. Accordingly, Subscriber hereby waives any requirement that Auto Care post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to Auto Care to enforce any provision of this Agreement. The parties agree that this Agreement is for the benefit of the parties hereto as well as Auto Care's licensors with respect to enforcing rights in such licensors' Intellectual Property or data. This Agreement is personal to Subscriber, and Subscriber may not assign its rights or obligations to any Third Party without Auto Care's prior written consent.
Failure by Auto Care to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by Auto Care of that or any subsequent default or failure of performance. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein. Subscriber and Auto Care are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Subscriber and Auto Care as result of this Agreement or Subscriber's utilization of the Auto Care Licensed Property, and Subscriber shall have no right to bind Auto Care

without its prior written permission. Headings herein are for convenience only.

18. ENTIRE AGREEMENT.

This Agreement represents the entire agreement between Subscriber and Auto Care with respect to using Auto Care Licensed Property as a registered subscriber, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Subscriber and Auto Care with respect to the Auto Care Licensed Property. Auto Care reserves the right to change the terms and conditions of this Agreement and under which the Auto Care Licensed Property is extended to Subscriber at any time by providing Subscriber in writing or electronically a copy of such revised terms, including posting revised terms on a website or other accessible source. Auto Care may also change any aspect of the Auto Care Licensed Property. Subscriber's continued use of the Auto Care Licensed Property will be conclusively deemed acceptance of any change to this Agreement or the Auto Care Licensed Property.

19. NO THIRD-PARTY RIGHTS.

This Agreement is by and between Auto Care and Subscriber and all obligations, duties, responsibilities and benefits hereunder are only enforceable by the parties hereto. Any rights of Third Parties to enforce this Agreement or any term hereof is hereby excluded.

20. NOTICE.

Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Subscriber will be sent to the address that is identified on the account or Application form with Auto Care. Auto Care may send notices and other information to Subscriber by email or other electronic form. Notices to Auto Care must be sent by certified or registered U.S. mail to the following address: Auto Care Association, Attn: Technology & Standards Department, 7101 Wisconsin Ave, Bethesda, Maryland, 20814.

21. DISPUTE RESOLUTION.

All claims and disputes arising under or relating to this Agreement which are not settled by the parties within sixty (60) days after notice of breach is first given by either party to the other will be exclusively and finally settled by binding arbitration in the state of Maryland under the American Arbitration Association Commercial Arbitration Rules. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party shall pay for and bear the costs of its own experts, evidence, and legal counsel, and its own pro rata share of the cost of arbitration. Any decision or award that results from any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. An award of arbitration may be confirmed in a court of competent jurisdiction.