

THE SALON DE L'AUTO™ APPLICATION

END USER LICENSE AGREEMENT

IMPORTANT

PLEASE READ CAREFULLY

This End User License Agreement ("EULA") is a valid legal agreement between you and the Salon International de l'Auto de Montréal Ltée (« SIAM ») and applies to your use of the Salon de l'Auto™ mobile application (the "Application"), including all content and services offered therein.

BY CLICKING ON THE "TERMS AND CONDITIONS" BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS EULA AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU ACKNOWLEDGE THAT YOU ARE THE END USER OF THE APPLICATION AND YOU REPRESENT THAT YOU ARE 16 YEARS OF AGE AND ARE DULY AUTHORIZED TO ENTER INTO THE TERMS AND CONDITIONS SET FORTH IN THIS EULA ON YOUR BEHALF.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS EULA, DO NOT INSTALL OR USE THE APPLICATION IN ANY WAY.

1. License

Subject to your compliance of the terms and conditions set forth in this EULA, SIAM grants you a limited, non-exclusive, non-transferable, non-sublicensable, personal, revocable sublicense to download, access and use the Application on a smartphone or tablet compatible with the Application, for your personal, non-commercial use, and for no other purpose.

SIAM (or its licensors) retains all of its rights, including those not expressly provided for herein, and no right to license, use of any other intellectual property owned by SIAM (or its licensors) is granted to you in connection with the Application.

2. Restrictions

You agree not to yourself, nor allow others, directly or indirectly: (i) to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Application; (ii) modify, translate, or create derivative works of or based on the Application; (iii) copy or use the Application for any purpose other than as permitted in Section 1; (iv) delete, remove, erase, alter or obscure any proprietary notices, trademarks, logos, copyrights, legends, symbols of SIAM or its licensors, appearing in the Application; (v) use the Application for any purpose for which it is not designed or intended; (vi) publish, resell, distribute, transmit, communicate, transfer, pledge, lease, share or sublicense the Application; (vii) use the Application in a

manner that violates any law or regulation applicable to your use of the Application or any provision of this EULA or the usage policies published from time to time by SIAM.

SIAM SHALL HAVE THE RIGHT TO REFUSE, SUSPEND AND/OR TERMINATE YOUR ACCESS TO THE APPLICATION AT ANY TIME AND FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF ANY VIOLATION BY YOU OF THIS EULA OR ANY IN FORCE PUBLISHED POLICIES OF SIAM.

3. Protection of your information

By using the Application, SIAM may collect information about you and your use of the Application.

For more information about how SIAM collects, uses and discloses this information, please see the SIAM Privacy Policy available on the SIAM website and directly in the Application.

4. Trademarks

You agree and acknowledge that all right, title and interest in and to the trademarks used in connection with the Application are the exclusive property of SIAM.

5. Platform of the Application

The Application is only available on iPhone® mobile devices, as well as on Android® mobile devices.

You acknowledge and agree that the availability of the Application is dependent upon the platform provided by a third party, such as the Apple Store for the iPhone ("the Platform"), through which you access the Application.

You are responsible for obtaining and maintaining any equipment, devices, Wi-Fi and internet connections, third party software, updates and related services and accessories necessary to connect to, access or otherwise use the Application and you are responsible for all costs associated with such uses and compliance with agreements relating to such use. SIAM makes no warranty as to the compatibility of the Application with all smart phones and tablets, Wi-Fi routers and internet connections.

6. Additional rules of use, rights and responsibilities specific to your mobile device

Without limiting the generality of the foregoing, your use of the Application with any Apple® mobile device is subject to the usage rules established by Apple Inc. including the terms and conditions set forth in the App Store Terms and Conditions of Use available on their website.

Without limiting the generality of the foregoing, your use of the Application with any Android® mobile device is subject to the usage policies established by Google Inc. including the terms and conditions set forth in the Android Market Terms and Conditions of Use available on their website.

7. Termination

SIAM reserves the right, in its sole discretion, to withdraw or modify the Application and/or prevent access to or withdraw the right to access the Application from any person at any time for any reason, including as a result of a breach of this EULA.

8. Représentations and exclusions

The Application is provided to you "as is" and "as available" without any representations, warranties, conditions or guarantees of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. This exclusion does not apply where the law does not allow the exclusion of implied warranties. To the extent permitted by law, SIAM makes no representations or warranties that the Application (a) is error-free, complete or current; (b) will always be available; (c) will meet your expectations; and (d) is secure, reliable, free of errors, defects, viruses or other harmful content. You remain responsible for all risk arising from the handling, use, performance and/or non-performance of the Application. You also agree and acknowledge that SIAM cannot guarantee that the operation of the Application will be uninterrupted or error-free or that all errors can be corrected and under no circumstances will SIAM be liable for any damages arising out of the use of the Application, downloading or accessing any information or materials through the Application, any delay or failure in performance resulting directly or indirectly from force majeure and/or causes beyond the reasonable control of SIAM, including, but not limited to, internet outages, phone or tablet outages, equipment failure, power failure, strike, litigation, riot, rebellion, civil disturbance, shortage of labor or materials, fire, flood, hurricane, explosion, acts of god, war, governmental action, domestic or foreign court orders, third party default, or loss, interruption and/or fluctuation in service and/or use of your connected products in connection with the Application.

9. Limitation of liability

To the extent permitted by law, SIAM shall not be liable for (a) any errors or omissions in the content available on the Application and (b) any direct, indirect, incidental, special, punitive or exemplary damages for loss or injury of any kind, including damage to the mobile device resulting from access to or use of the Application and any loss of data. In the event that a court finds SIAM liable for any loss or damage, SIAM shall not be liable for any damages in excess of \$250 CAD at any time.

10. Compensation

You agree to indemnify, defend and hold harmless SIAM, its directors, officers, employees and shareholders from and against any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with any claim or action arising out of your use of the Application or your violation of this EULA.

11. External links

The Application may contain hyperlinks or other methods to other sites that are operated by third parties. These links are provided for reference purposes only. We have no control over the content or performance of these external sites. SIAM does not warrant or assume and is not responsible for any of these external sites, the products or services you obtain from these external sites, the material or content found on these external sites, or any association with their operators. When you click on a link, you should refer to their terms of use and privacy policy.

12. Applicable law and jurisdiction

This EULA is deemed to have been entered into in the Province of Quebec, Canada. This EULA is governed by the laws applicable in the Province of Quebec, Canada, without regard to principles of conflict of laws.

The parties agree and submit to the exclusive jurisdiction of the courts of the judicial district of Montreal, Province of Quebec, Canada, for the purpose of settling any dispute relating to this EULA and elect domicile in the judicial district of Montreal, Province of Quebec, Canada.

13. Assignment

You may not assign any of your rights and/or obligations under this EULA without the prior written consent of SIAM. SIAM may assign any or all of its rights and obligations under this EULA, in whole or in part, at its sole discretion.

14. Severability

If any provision of this EULA is found to be unenforceable or invalid, such provision shall be limited or repealed to the minimum extent necessary to ensure that this EULA remains fully enforceable and effective. The invalidity or unenforceability of any provision of this EULA shall not affect the remaining provisions.

15. Survival of provisions

All provisions of this EULA that by their nature are intended to survive termination, including, without limitation, restrictions, confidentiality obligations, indemnification obligations, limitations of warranties and liability, shall survive and remain in effect after termination of the EULA.

16. Waiver

Any waiver of any of the provisions of this EULA shall not constitute a waiver of any other provisions and no waiver shall be effective unless in writing and signed by an authorized representative of SIAM.

17. Full agreement

This EULA constitutes the entire agreement between the parties with respect to the use of the Application and the subject matter of this EULA.

18. Modifications

SIAM reserves the right to modify this EULA at any time for any reason. When material changes are made, SIAM will post the revised Terms and Conditions of Use on the Application. You will be deemed to have accepted them if you continue to use the Application after the revised Terms and Conditions have been posted.