Mitsubishi Motors Vehicle Software End User License Agreement

This End User License Agreement ("Agreement") governs your use of software and firmware (collectively, "Software"), which is provided to you by Mitsubishi Motor Sales of Canada, Inc. and/or its parent or affiliates (collectively, "Mitsubishi Motors") and installed on your Mitsubishi vehicle ("Vehicle"). This Agreement covers any and all updates to the Software ("Updates"), as well as applications, services, functions, and content provided through the Software (collectively, "Services"). The Services may be provided by Mitsubishi Motors, its licensors, and/or third parties authorized by Mitsubishi Motors and/or its licensors or licensees (collectively, "Service Providers").

As used in this Agreement, "you" and "your" means any person accepting this Agreement as specified below, and "Authorized User" means any authorized user of the Vehicle, as well as any other individual or entity who may access or use the Software and/or Services. Each Authorized User is independently bound to the terms of this Agreement regardless of whether such Authorized User individually reviews this Agreement.

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE OR SERVICES. MITSUBISHI MOTORS PROVIDES THE SOFTWARE AND SERVICES TO YOU AND TO ANY AUTHORIZED USER SOLELY ON THE CONDITION THAT YOU COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. THE TERMS OF THIS AGREEMENT MAY CHANGE FROM TIME TO TIME AS SET FORTH IN THE SECTION BELOW ENTITLED "MODIFICATION OR TERMINATION." ANY USE OF THE SOFTWARE OR SERVICES, WHETHER AS ORIGINALLY INSTALLED OR AFTER ANY UPDATE, AND/OR DOWNLOAD OF ANY SOFTWARE UPDATE, SIGNIFIES YOUR CONSENT TO THIS AGREEMENT. DO NOT USE THE SOFTWARE OR SERVICES, AND DO NOT MAKE THE SOFTWARE OR SERVICES AVAILABLE TO ANY AUTHORIZED USER IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THESE TERMS AND CONDITIONS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU OR ANY AUTHORIZED USER MAY HAVE TO SUBMIT ANY DISPUTE RELATED TO THESE TERMS OR THE SOFTWARE OR SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THE ARBITRATION PROVISION ALSO INCLUDES CLASS ACTION AND JURY TRIAL WAIVERS, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION AND WAIVE YOUR RIGHT AND ANY AUTHORIZED USER'S TO A TRIAL BY JURY. DO NOT USE THE SOFTWARE OR SERVICES, AND DO NOT MAKE THE SOFTWARE OR SERVICES AVAILABLE TO ANY AUTHORIZED USER IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY.

THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THE SOFTWARE.

1. License Grant and Scope. Neither the Software nor the Services have been sold to you. Subject to and conditioned upon your compliance with all terms and conditions set forth in this Agreement, Mitsubishi Motors hereby grants you a limited, personal, non-exclusive, non- transferable, non-sublicensable, and revocable license to use the Software and Services as installed, updated by, and/or authorized or permitted by Mitsubishi Motors and/or its Service Providers. You must use and run the Software in accordance with this Agreement and any additional terms of use set forth in your Owner's Manual, user guides, and/or similar documentation for your Vehicle. Any rights not granted herein are expressly reserved. You have not and will not acquire any right, title, or interest in the Software or Services, or any information, data, media, or content provided therein. Mitsubishi Motors and its Service Providers shall retain their respective rights, titles, and interests in and to the Software and Services, as well as any and all corresponding registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (collectively, "Intellectual Property Rights").

2. Other Licenses or Agreements. Certain Software or Services may be provided to you by Mitsubishi Motors under separate licenses or terms of service which are expressly applicable to such Software or Services ("Specific Terms"). In that case, the Specific Terms will govern your access to and/or use of such Software or Services, and not this Agreement.

3. Third-Party Materials. The Software and Services may include information, data, media, content, or other materials, including related documentation, that are owned by parties other than Mitsubishi Motors and that are provided to you on licensee terms that are in addition to and/or different from those contained in this Agreement ("Third-Party Licenses"). You are bound by and shall comply with all Third-Party Licenses. Neither Mitsubishi Motors nor its Service Providers are responsible for the accuracy, completeness, timeliness, validity, copyright compliance, legality, or quality of the materials provided pursuant to Third-Party Licenses. In the event of any conflict between the term of this Agreement and any Third Party License, the terms of the Third Party License shall govern solely with respect to the portion of the Software or Services to which the Third Party License applies.

4. Open-Source Software. The Software and Services may incorporate Software licensed to Mitsubishi Motors under free or open-source licenses which govern Mitsubishi Motors's distribution and your use of such Software. Mitsubishi Motors and the third-party authors, licensors, and distributors of such Software disclaim all warranties and all liability arising from any and all use or distribution of the Software. To the extent such Software is provided under terms that differ from the applicable free or open-source licenses, those terms are offered by Mitsubishi Motors alone. Additional information regarding free and open-source Software incorporated in the Software and Services may be provided within the Software or Services.

5. Use Restrictions. The Software and Services are provided to you solely for your personal, non-commercial use. You shall not, directly or indirectly:

(a) use (including make any copies of) the Software or Services beyond the scope of the license granted under Section 1;

(b) provide any unauthorized person or entity with access to or use of the Software or Services;

(c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Services or any part thereof, except as expressly permitted under applicable law or under the terms of a Third Party License;

(d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or Services, or any part thereof;

(e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Services;

(f) remove, disable, or circumvent any copy protection, rights management, or security features protecting the integrity of the Software and/or Services;

(g) copy the Software or Services, in whole or in part, except as expressly permitted under the terms of an applicable Third Party License;

(h) use the Software or Services in violation of any law, regulation, or rule, including but not limited to copyright law; or

(i) use the Software or Services for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to Mitsubishi Motors's commercial disadvantage.

6. Responsibility for Use of Software. You are responsible and liable for all uses of the Software and Services through access thereto provided by you, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Software and Services by you or by any Authorized User, whether such access or use is permitted by or in violation of this Agreement. You understand and hereby acknowledge that use of certain Software and/or Services in your Vehicle may create a danger or distraction, and you further acknowledge that neither Mitsubishi Motors nor its Service Providers may be liable for any violation of distracted driver law, accident, damage, death, injury, or other serious consequences associated with the use of Software or Services in connection with your Vehicle.

7. Availability. The functionality of the Software and/or Services is not guaranteed and may be subject to wireless network connectivity. Neither Mitsubishi Motors nor its Service Providers guarantee that the Software or Services, or any portion thereof, will be available to you at all times or in all areas. You hereby acknowledge that Mitsubishi Motors and its Service Providers are not responsible for Services interruptions or other performance issues, whether caused by a wireless device or network, or otherwise. Neither Mitsubishi Motors nor its Service Providers shall be liable to you based on unavailability of the Services in any given location or at any given time.

8. Maintenance, Support, and Updates.
(a) Mitsubishi Motors, in its sole discretion, may provide or offer you, on a complimentary basis or for a fee, updates, upgrades, and other modifications to the Software or Services (collectively, "Updates"). Mitsubishi Motors may develop and provide Updates in its sole discretion. All Updates to the Software will be deemed Software, and related Updates to applications, services, functions, and content will be deemed Services, all subject to all terms and conditions of this Agreement.

(b) You acknowledge that, depending upon your Vehicle and the type of Update at issue, Mitsubishi Motors and/or its Service Providers may provide some or all Updates through an over-the-air ("OTA") process using your Vehicle's wireless communication technology. Mitsubishi Motors has no obligation to provide Updates, either OTA or via any other media. You consent to the use of OTA technology to deliver Updates.

(c) You acknowledge that your Vehicle's settings and/or functionality of certain systems may be altered and/or require reset following the installation of an Update. You further acknowledge that once an Update has started, you may not be able to stop installation of the Update, nor will you necessarily be able to revert back to a prior version of the Software or Services.

(d) Mitsubishi Motors has no obligation to provide any Updates or to provide any other maintenance and support services with respect to any Software or Services, unless Mitsubishi Motors has expressly agreed separately in writing to provide such maintenance or support services.

9. Collection and Use of Information. You acknowledge that Mitsubishi Motors may, directly or indirectly through the services of third parties, collect, use, and store information regarding you and/or your use of the Software and Services, as well as about equipment on which the Software is installed or through which it otherwise is accessed and used, through the provision of maintenance and support services. You agree that Mitsubishi Motors may use such information for any purpose related to any use of the Software or Services by you, including but not limited to improving the performance of the Software or developing Updates, verifying your compliance with the terms of this Agreement, and enforcing Mitsubishi Motors's rights, including all Intellectual Property Rights in and to the Software and Services. Collection, use, and storage of information pursuant to this Section may support navigation assistance, emergency services, remote engine start, maintenance alerts, infotainment apps, over-the-air Updates, and more, and will be governed by the terms of the Privacy Policy located at https://www.mitsubishi-motors.ca/en/legal/privacy-policy.

10. Modification or Termination.
(a) Mitsubishi Motors retains the right to terminate, discontinue, or modify any features or functions of the Software, Services, or this Agreement at any time in its sole discretion.

(b) Modifications to this Agreement will be posted on a website located at https://www.mitsubishi-motors.ca/en/legal/css-privacy or such other website as Mitsubishi Motors may designate. It is your responsibility to check this site for any changes. In certain instances, Mitsubishi Motors may provide you with notice of such modifications via email and/or through the multimedia equipment in your Vehicle. Your access and use of the Software and Services following any modification of this Agreement will signify your assent to and acceptance of the Agreement as modified. If you object to any modification of the Agreement, your sole recourse is to discontinue immediately use of the Software and Services.

(c) You may terminate this Agreement at any time by ceasing to use the Software and Services.

11. NO WARRANTIES. THE SOFTWARE AND SERVICES ARE PROVIDED TO YOU AND ALL AUTHORIZED USERS "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MITSUBISHI MOTORS, ON ITS OWN BEHALF

AND ON BEHALF OF ITS PARENT, AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND SERVICES, 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, MITSUBISHI PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE 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.

12. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL MITSUBISHI MOTORS OR ITS PARENT, AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MITSUBISHI MOTORSWAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) OUR TOTAL LIABILITY TO YOU RELATING TO THIS AGREEMENT AND/OR YOUR USE OF THE SOFTWARE OR SERVICES, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNT YOU HAVE PAID US DIRECTLY FOR THE USE OF THE SOFTWARE AND/OR SERVICES, IF ANY, AND IF YOU HAVE PAID NO AMOUNT, THEN TEN CANADIAN DOLLARS ($10.00). YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE VIEWED OR USED THE SITE WITH A FULL UNDERSTANDING OF THE LIMITATION OF OUR LIABILITY IN THESE TERMS.

(c) THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

13. **RELEASE AND WAIVER OF CLAIMS AND DAMAGES.** EXCEPT WHERE SUCH RELEASE IS LEGALLY PROHIBITED, FOR YOURSELF, AUTHORIZED USERS, AND ANYONE ELSE CLAIMING UNDER YOU OR ON YOUR BEHALF, YOU AGREE TO RELEASE AND DISCHARGE MITSUBISHI MOTORS, ITS PARENT, AFFILIATES, AND ITS OR THEIR LICENSORS, SERVICE PROVIDERS, AND OTHER AFFILIATES, ALONG WITH THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND EACH THIRD-PARTY BENEFICIARY (COLLECTIVELY, THE “MITSUBISHI MOTORS RELEASEES”) FROM ALL CLAIMS, LIABILITIES, AND LOSSES IN CONNECTION WITH THE SOFTWARE OR SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, A FULL AND FINAL RELEASE OF ANY AND ALL CLAIMS FOR PRODUCTS LIABILITY, UNFAIR AND DECEPTIVE TRADE PRACTICES ACT VIOLATIONS, BAD FAITH, BREACH OF WARRANTY, MALFUNCTION OF THE SOFTWARE OR SERVICES, AND PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SOFTWARE OR SERVICES, EVEN IF CAUSED BY OR BASED UPON THE NEGLIGENCE OR GROSS NEGLIGENCE OF ONE OR MORE OF THE MITSUBISHI MOTORS RELEASEES. EXCEPT WHERE SUCH WAIVER IS LEGALLY PROHIBITED, YOU AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT. YOU HEREBY RELEASE AND DISCHARGE THE MITSUBISHI MOTORS RELEASEES FROM AND AGAINST ANY CLAIMS FOR DAMAGES, INJURY, DEATH, OR OTHER LOSSES TO YOU, AUTHORIZED USERS, OR ANY OTHER PERSON, AS WELL AS ANY CLAIM FOR DAMAGES OR INJURY TO PROPERTY OF ANY KIND RESULTING, DIRECTLY OR INDIRECTLY, FROM USE OF THE SOFTWARE OR SERVICES BY YOU OR ANY OTHER PERSON. *YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR*

UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, WHERE

PERMITTED BY LAW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY COUNTRY, PROVINCE, STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

14. Export Regulation. The Software and Services may be subject to applicable export control legislations, including but not limited to the Canada Export and Import Permits Act, the U.S. Export Control Reform Act and their associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software or Services to, or make the Software or Services accessible from, any jurisdiction or country to which export, re- export, or release is prohibited by such law, rule, or regulation.

15. [RESERVED].

16. DISPUTE RESOLUTION & MANDATORY ARBITRATION.

THIS PROVISION INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS, EXCEPT WHERE PROHIBITED BY LAW, THAT YOU (INCLUDING, FOR THE PURPOSES OF THIS SECTION, ANYONE CLAIMING UNDER YOU OR ON YOUR BEHALF) AND MITSUBISHI MOTORS EACH AGREE TO SUBMIT ANY DISPUTE RELATED TO THIS AGREEMENT (INCLUDING THE SOFTWARE OR SERVICES) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. EXCEPT WHERE PROHIBITED BY LAW, THIS PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION, AND A JURY WAIVER. YOU AND MITSUBISHI MOTORS EACH AGREE:

- **(a) If you or Mitsubishi Motors has a dispute or disagreement with the other regarding the Software, Services or any other aspect of this Agreement (each, a "Dispute"), each agree to first contact and provide a written description of the Dispute, all relevant documents/information and a proposal for resolving the Dispute. You agree to contact us with Disputes at Mitsubishi Motor Sales of Canada, Inc. attn: Legal Department, 1-6155 Belgrave Road, Mississauga, ON L5R 4E6.**
- **(b) If after 60 days the parties are unable to resolve the Dispute, YOU AND MITSUBISHI MOTORS BOTH AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO THE EXCLUSIVE USE OF BINDING ARBITRATION (except for small claims court cases as described below) TO RESOLVE THE DISPUTE. You and Mitsubishi Motors each acknowledge and agree that, but for this agreement to arbitrate disputes, you and Mitsubishi Motors would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide the case and you and Mitsubishi Motors each voluntarily choose to waive that right and pursue all applicable Disputes through binding arbitration.**
- **(c) You agree that, apart from any claim you may bring in small claims court in a Canadian province, the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of the Services or relating to this Agreement or any prior agreement for service with us or any of our affiliates, predecessors in interest, or Service Providers or any product or service provided under or in connection with this Agreement or such a prior agreement, or any advertising for such products or services, shall be final and binding arbitration before a single arbitrator, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that there is no adequate remedy at law and that injunctive or other appropriate relief may be sought by us and/or an applicable third party either in court or from an arbitrator. You and Mitsubishi Motors acknowledge that the Ontario Arbitration Act, 1991, S.O. 1991, c.17 applies to arbitrations under this Agreement (despite any other choice of law provision). To the extent that the Ontario Arbitration Act does not supply substantive or procedural law necessary for the resolution of any disputes or claims, the laws of the Province of Ontario shall apply, except that Ontario laws concerning choice of law or conflicts shall not apply if they would cause the substantive law of another jurisdiction to apply. To the extent that the parties litigate any part of any dispute or claim in court, including, without limitation, obtaining provisional remedies in aid or arbitration, confirmation of an award, and judgment enforcement, the laws of the Province of Ontario shall apply, except that Ontario laws**

concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply. The arbitration shall be conducted in English. Arbitration will be conducted by the Canadian Commercial Arbitration Centre ("CCAC") in accordance with its rules and procedures. The seat of arbitration shall be Toronto, Canada. We will waive our right to arbitrate any individual claim (as opposed to class) you bring or maintain in small claims court for so long as the matter remains an individual claim and remains in small claims court. You can get rules and fee information from the CCAC (www.ccac-adr.org). Except where prohibited by law, you expressly waive the right to request or maintain any class arbitrations even if CCAC procedures or rules would permit them. (This is referred to below as the "Class Action Waiver".) In exchange for this, we will pay (if you ask us in advance) for any filing fee charged you by CCAC for one arbitration of any disputes between us, so long as you tried in good faith to resolve the disputes with us before filing for arbitration. If the arbitration proceeds past the filing, we will also pay (if you ask us at the time) any further administrative and arbitrator fees you are later charged. An arbitrator can decide later whether to allocate the fees differently if there is an award. The arbitrator may award you any fees and charges that are necessary to ensure the enforceability of this arbitration provision. There is no judge or jury in arbitration, and review is limited; but an arbitrator can award the same damages and relief and must honor the same limitations in this Agreement as a court would. You agree to pay our own fees, costs, and expenses, including those for any lawyers, experts, and witnesses. You agree that any claim for or award of legal fees or disbursements, including any such claim or award pursuant to Ontario Rules of Civil Procedure, O Reg. 193/15, is waived. Any arbitration award made after completion of an arbitration is final and binding and may be confirmed in any court of competent jurisdiction, except that in the event the arbitrator's award for a party is $0 or against a party is in excess of $100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration to be conducted by the selected arbitration organization by a three-arbitrator panel. An award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. If a court or arbitrator determines that any part of this arbitration agreement is not enforceable, the rest of this arbitration agreement shall be enforceable. If for some reason these arbitration requirements do not apply, or a claim proceeds in small claims court, unless prohibited by law, you and Mitsubishi Motors agree to waive to the fullest extent permitted by law any trial by jury. In no event shall any claim, action or proceeding by you related in any way to the Services, this Agreement, or any prior agreement, as described above, be instituted more than two years after the claim or cause of action arose. This Agreement to arbitrate survives the end of the contractual relationship between us.

(d) You and Mitsubishi Motors each agree: (i) either of us may bring qualifying Disputes in small claims court; (ii) if for any reason any court or arbitrator holds that the Class Action Waiver below is unconscionable or otherwise unenforceable, then our agreement to arbitrate does not apply and the class-wide dispute must be brought in court; or (iii) Mitsubishi Motors (and any other Service Provider) may seek injunctive or other appropriate relief in court or arbitration to the extent the Dispute in any manner involves your actual or threatened infringement or violation Mitsubishi Motors's or any third party's patent, copyright, trademark, trade secret, privacy or publicity rights.

(e) You and Mitsubishi Motors each agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. d

(f) EXCEPT WHERE PROHIBITED BY LAW, YOU AND MITSUBISHI MOTORS EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

(g) NO TRIAL BY JURY. EXCEPT WHERE PROHIBITED BY LAW, YOU AND MITSUBISHI MOTORS EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

17. Miscellaneous.

(a) Mitsubishi Motors will not be responsible or liable to you, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, pandemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or equipment, loss and destruction of property, or any other circumstances or causes beyond

Mitsubishi Motors ’s reasonable control.

(b) This Agreement, together with any additional terms incorporated by reference, constitutes the sole and entire agreement between you and Mitsubishi Motors with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(c) You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement,

in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Mitsubishi Motors’s prior written consent, which consent Mitsubishi Motors may give or withhold in its sole discretion. No delegation or other transfer will relieve you of any of your obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. Mitsubishi Motors may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
(d) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(e) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(h) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.