# **Special Product Terms**

All capitalized terms in this or any other Order and these Special Product Terms take their meaning from the Terms and Conditions for the Lotlinx Master Services Agreement found at <u>https://www.lotlinx.com/agreements</u> (the "<u>Terms</u>") unless otherwise defined in this Order. These Special Product Terms apply to any product or service ordered through this Order or any additional Order. The terms appearing on any specific Order shall prevail in the case of any conflict between those terms and these Special Product Terms.

All references to "you" and "your" in this Order mean the "Customer" as that term is defined in the Terms. This Order is governed by the Terms or any other terms and conditions that the Parties may agree upon in writing and that this Order shall prevail in the case of any conflict between the Terms and this Order.

For additional information regarding how Lotlinx uses data, please read our Privacy Policy located at <u>https://lotlinx.com/privacy-policy/</u>. By submitting this Order to Lotlinx, you are agreeing to the terms of that Privacy Policy.

# **DMS and CRM Integration**

By submitting each Order, you authorize Lotlinx to access data held in your CRM system. Lotlinx recommends, but does not require, that you authorize Lotlinx to access data held in your DMS system. In each case, Lotlinx shall not hold, view, store, or otherwise expose personally identifying information. For additional information regarding how Lotlinx uses data, please read our Privacy Policy located at <u>https://lotlinx.com/privacy-policy/</u>. By submitting each Order to Lotlinx, you are agreeing to the terms of that Privacy Policy.

# **Initial Commitment Term**

Unless otherwise specified in any Order, the Initial Commitment Term is specified in the Special Product Terms.

# Lotlinx Lexaca

**Initial Commitment Term and Subscription without Lotlinx Sentinel.** If this Order for the Lotlinx Lexaca Service ("Lexaca") does not include an accompanying Order for Lotlinx Sentinel Pro or Sentinel Enterprise (otherwise, see the **Initial Commitment Term and Automatically Subscription with Accompanying Lotlinx Sentinel** section below), the term of that Order for Lexaca will begin on the date of acceptance by Lotlinx and will continue for an Initial Commitment Term of 180 days and will renew automatically for additional Renewal Terms of 180 days each. If you provide written notice of termination to Lotlinx at least 30 days before the end of the Initial Commitment Term or any Renewal Term, then the Order will terminate on the last day of the month in which the Initial Commitment Term or the then applicable Renewal Term ends.

**Initial Commitment Term and Subscription with Accompanying Lotlinx Sentinel.** If this Order for Lexaca does include an accompanying Order for Lotlinx Sentinel Pro or Sentinel Enterprise, the term of that Order for Lexaca will begin on the date of acceptance by Lotlinx and will continue for an Initial Commitment Term that is equal to the Initial Commitment Term of the accompanying Sentinel Pro or Sentinel Enterprise service included in the Order and will renew automatically for additional Renewal Terms of 180 days each. If you provide written notice of termination to Lotlinx at least 30 days before the end of the Initial Commitment Term, then the Order for Lexaca will terminate on the last day of the month in which the Initial Commitment Term or the then applicable Renewal Term ends.

**Service Fees.** During the Term of this Order, you commit to pay the monthly Service Fee shown above in the Order and all Service Fees for Boosts ordered during the Term of this Order.

**VINboosts.** During the Term your Order for Lexaca, you may order VINboosts for specific VINs. Each VINboost will provide a targeting marketing campaign for the specified VIN. Each VINboost will begin on the date of acceptance by Lotlinx of the Order and shall end when the VINboost has been fulfilled in its entirety. No portion of any Service Fees for VINboosts shall be refundable to you.

## Sentinel as Add-on to Lexaca

Add/Remove Sentinel Pro/Enterprise. At any time during the Term of this Order, you may submit one or more Orders to Lotlinx adding or removing the Sentinel Pro or Sentinel Enterprise Service (collectively, the "<u>Sentinel Service</u>"). You may activate one or both of Sentinel Pro and Sentinel Enterprise at any time. Activation of one will not terminate the other without written notice from you of termination as allowed by the applicable Special Product Terms.

## **Lotlinx Sentinel Enterprise**

**Initial Commitment Term and Month to Month Subscription.** The term of any Order for the Lotlinx Sentinel Enterprise Service ("<u>Sentinel Enterprise</u>") will begin on the date of acceptance by Lotlinx and will continue for an Initial Commitment Term of 120 days during which you may not terminate your subscription of Lexaca or Sentinel Enterprise. If you provide written notice of termination to Lotlinx at least 30 days before the end of the Initial Commitment Term, then the Order will terminate on the last day of the month in which the Initial Commitment Term ends. If you do not provide Lotlinx with such timely notice, then the Order shall continue after the Initial Commitment Term as a month-to-month subscription that either Party may terminate by written notice to the other Party, and the Order shall terminate on the last day of the month following the month in which notice of termination is provided. Any termination will not automatically terminate an Order for any other Services, such as Lexaca, which must be terminated pursuant to the terms of the applicable Order.

**Lexaca Subscription Required.** You must maintain a valid subscription for Lexaca as a requirement of using Sentinel Enterprise and you may not terminate any subscription for Lexaca during the Term of any Order for Sentinel Enterprise.

**Managed Segments and Managed VINs.** A "<u>Managed Segment</u>" is a collection of all specific automobiles in your automobile inventory managed by Sentinel Enterprise (each a "<u>Managed VIN</u>") defined by an agreed-upon filter, which may be a combination of one or more of any of the following: condition (new or used), class/body style (sedans, trucks, SUVs, etc.), and specific vehicle make/model, or other agreed-upon filters. Each Managed Segment must include all VINs in your inventory that match the agreed-upon Managed Segment filter. You agree to assist, or have your inventory feed provider assist, Lotlinx in identifying the specific Managed VINs and to verify that the identification is accurate. Lotlinx is not responsible for identifying Managed VINs without your technical assistance and you agree that Lotlinx has no liability to you for any service interruptions due to an inability to identify Managed VINs.

**Service Fees.** You commit to paying all Service Fees incurred during the Term of an Order for Sentinel Enterprise, and the following rules will apply:

1. You will be charged a monthly Service Fee shown in the Order for each Managed VIN (each a

"<u>Per VIN Marketing Investment</u>"). The minimum Service Fee due each month will be equivalent to the total Per VIN Marketing Investment of 30 Managed VINs.

- 2. You may select any number of Managed Segments to be managed by the Sentinel Enterprise but all VINs within each selected Managed Segment will become Managed VINs.
- 3. You can instruct Lotlinx in writing to adjust the Per VIN Marketing Investment as you see fit, but each Per VIN Marketing Investment must be at least the amount stated in each applicable Order.
- 4. Once a campaign is launched, the filters cannot be amended until the start of the next calendar month. New or amended filters will be implemented automatically at the beginning of each month.

**Automatic Reallocation.** As Managed VINs leave your inventory throughout each month, Sentinel Enterprise will automatically choose new Managed VINs that comply with your campaign specifications so that the number of Managed VINs remains constant and equal to the approved plan. If no additional VINs are available based on your campaign filters, the remaining budget from Managed VINs that have left your inventory will be automatically reallocated to remaining unsold Managed VINs as optimized by Sentinel Enterprise.

# Lotlinx Sentinel Pro

**Initial Order for Sentinel Services.** If you submit an Order for Sentinel Pro that is your first Order for activation of the Sentinel Services (otherwise, see the **Subsequent Orders for Sentinel Services** section below), then then term of that Order for the Lotlinx Sentinel Pro Service ("<u>Sentinel Pro</u>") will begin on the date of acceptance by Lotlinx and will continue for an Initial Commitment Term of 90 days during which you may not terminate your subscription of Lexaca or Sentinel Pro. If you provide written notice of termination to Lotlinx at least 30 days before the end of the Initial Commitment Term, then the Order will terminate on the last day of the month in which the Initial Commitment Term ends. If you do not provide Lotlinx with such timely notice, then the Order shall continue after the Initial Commitment Term as a month-to-month subscription that either Party may terminate by written notice to the other Party, and the Order shall terminate on the last day of the month following the month in which notice of termination is provided. Any termination will not automatically terminate an Order for any other Services, such as Lexaca, which must be terminated pursuant to the terms of the applicable Order.

**Subsequent Orders for Sentinel Services.** If you previously submitted an Order for the Sentinel Services under a continuous Order for Lexaca that was not previously cancelled or lapsed, then then term of any subsequent Order for Sentinel Pro will begin on the date of acceptance by Lotlinx and will continue as a month-to-month subscription that either Party may terminate by written notice to the other Party, and the Order shall terminate on the last day of the month following the month in which notice of termination is provided. Any termination will not automatically terminate an Order for any other Services, such as Lexaca, which must be terminated pursuant to the terms of the applicable Order.

**Lexaca Subscription Required.** You must maintain a valid subscription for Lexaca as a requirement of using Sentinel Pro. The Term of the applicable Order and your access to Sentinel Pro shall terminate concurrently with any termination of your subscription of Lexaca.

**Managed VINs.** Each automobile in your automobile inventory managed by Sentinel Pro (each a "<u>Managed VIN</u>") will be determined by an agreed-upon filter (including but not limited to: specific VIN, condition (new or used), class/body style (e.g., sedans, trucks, SUVs, etc.), model year, and specific vehicle make/model). You agree to assist, or have your inventory feed provider assist, Lotlinx in identifying the specific Managed VINs and to verify that the identification is accurate. Lotlinx is not responsible for identifying Managed VINs without your technical assistance and you agree that Lotlinx has no liability to you for any service interruptions due to an inability to identify Managed VINs.

**Service Fees.** You commit to paying all Service Fees incurred during the Term of the Order, and the following rules will apply:

- You will be charged a monthly Service Fee shown in the Order for each Managed VIN (each, a "<u>Per VIN Marketing Investment</u>"). The minimum Service Fee due each month will be equivalent to the total Per VIN Marketing Investment of 30 Managed VINs.
- 2. You can instruct Lotlinx in writing to adjust the Per VIN Marketing Investment as you see fit, but each Per VIN Marketing Investment must be at least \$150 per month.
- 3. Campaign filters may not be changed until the start of the next calendar month.

**Automatic Reallocation.** As Managed VINs leave your inventory throughout each month, Sentinel Pro will automatically choose new Managed VINs that comply with your campaign specifications so that the number of Managed VINs remains constant and equal to the approved plan. If no additional VINs are available based on your campaign filters, the remaining budget from Managed VINs that have left your inventory will be automatically reallocated to remaining unsold Managed VINs as optimized by Sentinel Pro.

# Lotlinx VINdrop

**VIN Selection, Campaigns, and Term.** Upon acceptance of an Order for VINdrop, you may use the Service to create campaigns for specific VINs in a number shown on the applicable Order. Each campaign will provide a targeted marketing campaign for the specified VINs. Each campaign will begin on the date of acceptance by Lotlinx of the Order and the Term of the Order shall end when the campaigns have been fulfilled in their entirety. No portion of any Service Fees for VINdrop shall be refundable to you.

#### Lotlinx VINtv

**VIN Selection, Campaigns, and Term.** Upon acceptance of an Order for VINtv, you may use the Service to create video campaigns for specific VINs in a number shown on the applicable Order. Each campaign will provide a targeting video marketing campaign for the specified VIN. Each campaign will begin on the date of acceptance by Lotlinx of the Order and the Term of the Order shall end when the campaigns have been fulfilled in their entirety. No portion of any Service Fees for VINtv shall be refundable to you.

#### Lotlinx Photo/AI/

**Term and Termination.** The term of any Order for Photo/AI/ will begin on the date of acceptance by Lotlinx and will continue until the last day of the month in which either Party gives notice of termination.

#### Lotlinx Showroom

**Term and Termination.** Any Order Showroom will begin on the date of acceptance by Lotlinx and will continue as a month-to-month subscription that either Party may terminate by written notice to the other

Party, and the Order shall terminate on the last day of the month in which such notice of termination is provided.

**Sentinel Subscription Required.** You must maintain a valid subscription for the Lotlinx Sentinel Service as a requirement of using Showroom. The Term of the applicable Order and your access to Showroom shall terminate concurrently with any termination of your subscription of the Lotlinx Sentinel Service.

## **Google Cars for Sale on Business Profiles ("CFS")**

**Services.** Lotlinx will facilitate your access and use of the CFS product offered through Google to market your entire vehicle inventory. To enable this Service, you must grant Lotlinx "Manager" access to your Google Business Profile.

**Term and Termination.** CFS is a recurring month-to-month subscription that adds onto your subscription of Lexaca. The subscription shall continue month-to-month and either Party may terminate it by written notice to the other Party, and the Order for CFS shall terminate on the last day of the month following the month in which notice of termination is provided. If Lotlinx terminates your CFS subscription, you will pay no additional Fees for this Service after the date of termination. You must maintain a valid subscription for Lexaca as a requirement of using the CFS Service.

## Google Vehicle Listings Ads ("VLA")

**Services.** Lotlinx will facilitate your access and use of the VLA product offered through Google to market your vehicle inventory. To enable this Service, you must grant Lotlinx "Manager" access to your Google Business Profile account and you must install a Google website verification tag onto your website. You acknowledge that this Service cannot be provided to you unless you meet these requirements.

**Marketing Budget/Fees.** The only Fees that Lotlinx will charge you for the GVL Service are the campaign costs charged by Google. Each month, you may set a desired campaign spend amount, but you agree that Google may not expend the complete budget in any month and that there is no guarantee that the full campaign budget will be spent in any month. Lotlinx will bill you for the entire budget amount each month and will reconcile your account balance with actual campaign spend at the beginning of each subsequent month.

**Term and Termination.** GVL is a recurring month-to-month subscription that adds onto your subscription of Lexaca. The subscription shall continue month-to-month and either Party may terminate it by written notice to the other Party, and the Order for GVL shall terminate on the last day of the month following the month in which notice of termination is provided. If Lotlinx terminates your GVL subscription, you will pay no additional Fees for this Service after the date of termination. You must maintain a valid subscription for Lexaca as a requirement of using the CFS Service.

#### Lotlinx VMX

**Limited Free Trial.** Each subscription to Lotlinx Lexaca includes a Free Trial for Lotlinx VMX. While use of VMX is free of charge during the Free Trial, certain features of VMX require payment, such as boosting vehicles.

**Term and Termination.** The term an Order for VMX shall begin on the date of acceptance by Lotlinx of the Order and shall continue as a month-to-month subscription that either party may terminate for any reason, including for convenience. The Term of the applicable Order and your license to use VMX shall terminate concurrently with any termination of your subscription of Lexaca.

Additional End User License Agreement. Your use of VMX, at all times whether paid or during a Free Trial, is governed by and subject to the VMX End User License Agreement located at <a href="https://www.lotlinx.com/agreements">https://www.lotlinx.com/agreements</a>.