

Special Product Terms

All capitalized terms in this Order take their meaning from the Terms and Conditions for the Lotlinx Master Services Agreement found at <https://www.lotlinx.com/agreements> (the “Terms”) unless otherwise defined in this Order. All references to “you” and “your” in this Order mean the “Customer” as that term is defined in the Terms. You agree that this Order Form is governed by the Terms or any other terms and conditions that the Parties may agree upon in writing.

VINdrop

Term and Automatic Renewal. The term of this Order for the VINdrop Service shall begin on the date of acceptance by Lotlinx of the Order and shall end when the VINdrop has been fulfilled in its entirety. This Service shall continue as a month-to-month subscription only if specified in the Order, which may be terminated immediately by either party upon written notice to the other party for any reason, including for convenience, and the termination shall become effective concurrently when all VINdrop Services covered by the Order have been fulfilled in their entirety.

Lotlinx Select

Term and Month to Month Subscription. The term of this Order for the Select Service shall begin on the date of acceptance by Lotlinx. You may not terminate this Order during the Initial Commitment Term specified in the Order but may provide written notice to Lotlinx of at least thirty (30) days before the end of the Initial Commitment Term. If Lotlinx receives that timely notice, then this Order shall terminate at the end of the first full calendar month following the acceptance of cancellation. If you do not provide Lotlinx with such timely notice, then the Order shall 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.

Lotlinx Complete

Per VIN Marketing Investment. Each VIN managed by the Complete Services (each a “Managed VIN” and collectively, the “Managed VINs”) will be assessed a monthly Per VIN Marketing Investment. The Per VIN Marketing Investment is made of two components: (1) the Complete Service Fee (SaaS Fee) shown above in this Order to cover all software licenses, platform services, and inventory strategy services used in conjunction with the Complete Services; and (2) a Marketing Budget to cover Digital Media Expenses for each Managed VIN.

Identification of Managed VINs. If you choose for the Complete Services to manage fewer than all of the VINs in your inventory, as indicated in the VIN Exclusion section in this Order, 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.

Minimum Marketing Budget by VIN Category. At any time, you may submit a change order to Lotlinx to change the Marketing Budget for each category of Managed VINs that is specified in this Order and such change will become effective on the first day of the month following the acceptance of that change order by Lotlinx. The minimum Marketing Budget per Managed VIN, by category that is specified in this Order, is as follows:

New VINs:	\$VARIABLE
Used VINs:	\$VARIABLE
Certified Pre-Owned VINs:	\$VARIABLE

Monthly Marketing Budget. The aggregate Marketing Budget will be pooled across all Managed VINs and, as of the date of this Order, the Marketing Budget is shown in the Order above. The Marketing Budget is calculated at the beginning of each month by first multiplying the total number

of Managed VINs in your inventory at that time by the established per VIN Marketing Budget and then adding a monthly sweep to account for new inventory throughout the month. The monthly sweep amount charged to you will be equal to 25% of the total number of Managed VINs in each category specified in this Order that are in your inventory at the start of the month multiplied by 50% of the per VIN Marketing Budget for each VIN category specified in this Order. The Budget is applied dynamically to your live inventory throughout the month using machine learning technology to optimize sales outcomes. The Marketing Budget will then be recalculated at the beginning of each calendar month to account for fluctuations in your Managed VIN inventory. The Lotlinx /AI/ engine will determine the optimal spend of the Complete Services Budget each month across managed inventory. You agree that the actual spend on Digital Media Expenses may be greater than the established Marketing Budget for each VIN category specified in this Order by up to 10% and you will owe the balance to Lotlinx. Any amount of Complete Services Budget not spent in a month will be credited to the Marketing Budget in the following month, stay on deposit with Lotlinx to be used for future Services, or paid back to you upon written request. All over or under spend in any month will be reconciled on your account by the 4th day of the following month.

Payment of Per VIN Marketing Investment. You are responsible to pay all Fees (including the aggregate Per VIN Marketing Investment) each month, as billed by Lotlinx.

Marketing Accounts. Unless otherwise agreed by the Parties in writing, Lotlinx shall create, operate, and maintain all Marketing Accounts necessary to provide the Services to Customer. Lotlinx shall pay all fees associated with such Marketing Accounts and Customer shall reimburse Lotlinx for the payment of such fees as Marketing Fees.

Term and Automatic Renewal. The term of this Order for the Complete Service shall begin on the date of acceptance by Lotlinx of the Order. You may not terminate this Order during the Initial Commitment Term specified in the Order but may provide written notice to Lotlinx of at least thirty (30) days before the end of the Initial Commitment Term. If Lotlinx receives that timely notice, then this Order shall terminate at the end of the first full calendar month following the acceptance of cancellation. If you do not provide Lotlinx with such timely notice, then the Order shall continue month to month, and the Initial Term shall be one month from the end of the Initial Commitment Term. Each Renewal Term shall be one month beginning at the end of the Initial Term or the then-expiring Renewal Term. Either party may terminate this Order 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.

Lotlinx VMX

Limited Free Trial. This Order includes a Free Trial of the VMX Software for the free trial period stated above in the Order. While use of the Software is free of charge during the Free Trial, certain features of the Software, such as boosting vehicles, require payment. At the conclusion of the Free Trial period, you must submit a paid Order to continue using the VMX Software.

Term and Termination. The term of this Order for the VMX Software 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. It shall also terminate at the expiration of any applicable Free Trial period.

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

Lotlinx VIN View Optimizer

Limited Free Trial. This Order includes a Free Trial of the VIN View Optimizer Service for the free trial period stated above in the Order. At the conclusion of the Free Trial period, you must submit a paid Order to continue using the VIN View Optimizer Service.

Term and Termination. The term of this Order for the VIN View Optimizer Service 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. It shall also terminate at the expiration of any applicable Free Trial period.

Lotlinx Convert

Term and Termination. The term of this Order for the Lotlinx Convert Service 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 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.

Lotlinx Photos

Term and Termination. The term of this Order for the Lotlinx Photos Service 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 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.

Google Cars for Sale on Business Profiles

Services. Lotlinx will facilitate your access and use of the Cars for Sale on Business Profiles product offered through Google to market your entire vehicle inventory. To enable these Services, you must grant Lotlinx “Manager” access to your Google Business Profile.

Preferred Customer Reward. As a special promotion to you, so long as you remain a Lotlinx customer in good standing, Lotlinx will credit to you the full regular monthly Fee for this Service during the months when the total Fees you pay to Lotlinx under this Order, exclusive of this Service, are at least \$2,250. In any month when the total Fees you pay to Lotlinx fall below \$2,250 then Lotlinx will charge you, and you agree to pay, the amount shown above in the Order for this Service. You will forfeit this preferred customer status and reward if you cancel or pause any subscription for Services that you have with Lotlinx.

Term and Termination. This Service is a recurring month to month subscription but either party may terminate this Service at any time and for any reason, by giving at least 30 days written notice to the other party. If Lotlinx terminates this Service, you will pay no additional Fees for this Service after the date of termination. This Service may only be used in connection with other recurring services ordered by you so, if you terminate any other recurring subscription for Lotlinx Services, then this service will also terminate concurrently.

Google Vehicle Listings

Services. Lotlinx will facilitate your access and use of the Vehicle Listings 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.

Preferred Customer Reward. As a special promotion to you, Lotlinx will allow your continued participation in this Service during the months when the total Fees you pay to Lotlinx under any Order are at least \$2,250. In any month when the total Fees you pay to Lotlinx fall below \$2,250 then this Service will be suspended.

Marketing Budget/Fees. The only Fees that Lotlinx will charge you for this 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 in each month and will reconcile your account balance with actual campaign spend

at the beginning of each month.

Term and Termination. This Service is a recurring month to month subscription but either party may terminate this Service at any time and for any reason, by giving at least 30 days written notice to the other party. This Service may only be used in connection with other recurring services ordered by you so, if you terminate any other recurring subscription for Lotlinx Services, then this service will also terminate concurrently.

The follow must be included at the end of each order form:

I agree that this Order is a part of the Lotlinx Master Services Agreement between Customer and Lotlinx and represent that I have the authority to bind the Customer to this Order. Upon my signature, my submission of this Order to Lotlinx, and acceptance of this Order by Lotlinx, this Order shall become legally binding unless Lotlinx rejects it for any reason.