

TERMS AND CONDITIONS FOR THE LOTLINX MASTER SERVICES AGREEMENT

These Terms and Conditions for the LotLinx Master Services Agreement, together with all enrollment forms completed by or on behalf of Dealer and all Order Forms are the “Master Services Agreement” (also referred to as the “Agreement”) between LotLinx, Inc. (“LotLinx”) and the entity that is executing, or on whose behalf of the entity for which it is being executed (“Dealer”) relating to Dealer’s use of the LotLinx Application and receiving of the LotLinx Services, and effective on the day signed by or on behalf of the Dealer (the “Effective Date”). LotLinx and Dealer are each a “Party” and collectively referred to as the “Parties.”

THE PERSON SIGNING THIS MASTER SERVICES AGREEMENT REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND THE DEALER, THAT THEY HAVE READ AND UNDERSTAND AND DO HEREBY AGREE TO THESE TERMS AND CONDITIONS, AND THAT THE DEALER IS BOUND TO THESE TERMS AND CONDITIONS.

The Parties hereby agree as follows:

1. Defined Terms

For purposes of this Agreement, the following terms will have the respective meanings set forth below. All other capitalized terms will have the meaning ascribed to such terms elsewhere within this Agreement:

- 1.1. “Activation Date” means the date when LotLinx first initiates a Campaign for Dealer or otherwise provides the LotLinx Services to Dealer under this Agreement for any Campaign Subscription or Non-Recurring Service.
- 1.2. “Campaign” means the marketing campaigns provided for Dealer by LotLinx as part of the LotLinx Services wherein LotLinx delivers website visitors to the Dealer Website.
- 1.3. “Campaign Subscription” means a monthly recurring subscription ordered by or on behalf of Dealer through this Agreement, including through any Order Form, and any modification thereto.
- 1.4. “Confidential Information” includes any proprietary data and any other information disclosed by one Party to the other in writing and marked “confidential” or disclosed orally and, within five business days, reduced to writing and marked “confidential.” However, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party’s possession prior to disclosure by a Party or which is independently developed by the receiving party without the use of Confidential Information.
- 1.5. “Daily Budget” means the cost, to Dealer, for all LotLinx Services and Campaigns on any particular day.
- 1.6. “Dealer” means the entity automotive dealership identified on the LotLinx Master Services Agreement.
- 1.7. “Dealer Content” means the data and content, including the inventory and inventory related data, images, Dealer’s logos, marks, trademarks and other intellectual property of Dealer, that Dealer submits to LotLinx.
- 1.8. “Dealer Rooftop” means an automotive dealership at one physical address owned or operated by Dealer.
- 1.9. “Dealer Website” means a web domain associated with a Dealer Rooftop.
- 1.10. “Initial Commitment Term” means the period of time beginning on the first Activation Date under this Agreement and ending on the day that is the number of days after the Activation Date specified as the Initial Commitment in the Master Services Agreement, including any Order Form submitted by or on behalf of Dealer.
- 1.11. “LotLinx Application” means the web-based application accessed by Dealer to utilize the LotLinx Services and to view and interact with data, information, text, photos, images, graphics, code, marks, logos, audio, video, footage, animations, analyses, studies, downloads, and the like, including specifically the LotLinx Turn and LotLinx SEM/AI applications that LotLinx will make available to Dealer via web-based and/or mobile interfaces.
- 1.12. “LotLinx Application Account” means the account created by Dealer through the LotLinx Application when enrolling in the LotLinx Services.

- 1.13. "LotLinx Services" means the proprietary, digital marketing platforms and services made available by LotLinx to Dealer including Campaign Subscriptions and Non-Recurring Services, which, among other things, execute VIN-specific marketing Campaigns, deliver in-market vehicle shoppers to dealership vehicle detail pages, and provide reporting and analytics on vehicle shopper activity.
- 1.14. "LotLinx Service Content" means all copyright rights and other intellectual property rights in the LotLinx Services and LotLinx Application including but not limited to any data, information, text, photos, images, graphics, code, marks, logos, audio, video, footage, animations, analyses, studies, downloads, and other content contained in this Agreement.
- 1.15. "Non-recurring Service" means a LotLinx Service ordered by or on behalf of Dealer that does not, automatically recur on a monthly basis.
- 1.16. "Order Form" means a form completed by or on behalf of Dealer to order one or more Campaign Subscriptions, Non-recurring Service, or other LotLinx Services.
- 1.17. "Publishers" means affiliates and/or online publishers and affiliates that LotLinx has a relationship with.
- 1.18. "Reactivation Period" means ninety (90) days after each of: (i) the termination or cancelation of the last active Campaign Subscription ordered by or on behalf of Dealer; or (ii) the termination of this Agreement unless such termination was by LotLinx.
- 1.19. "Service Providers" means a third party that is authorized to act on behalf of LotLinx.
- 1.20. "Service Fees" means fees paid by Dealer to LotLinx for use of the LotLinx Services including all Campaign Subscriptions and Non-recurring Services ordered by or on behalf of Dealer through an Order Form.
- 1.21. "VDP" means a web page on the Dealer Website that contains details about a particular VIN.
- 1.22. "VIN" means a single vehicle with a unique vehicle identification associated therewith.

2. Order Forms

- 2.1. Orders and Start Dates. Dealer may issue an Order Form to LotLinx at any time to order new or change any existing Campaign Subscription, Non-recurring Service, or other LotLinx Services. LotLinx will fulfill the order reflected on the Order Form beginning on a date that is mutually agreed upon by the Parties.
- 2.2. Expiration Dates. All LotLinx Services ordered by or on behalf of Dealer shall terminate on a date specified in each respective Order Form unless terminated earlier in accordance with the terms of this Agreement.

3. Fees and Taxes

- 3.1. Payment of Service Fees. As consideration for the License granted under this Agreement, and for use of the LotLinx Services, Dealer agrees, beginning on the Activation Date, to pay LotLinx the Service Fees in accordance with the terms of this Agreement, including the terms of each Order Form.
- 3.2. Deposit Account. LotLinx will maintain an account to track amounts paid by Dealer to LotLinx ("Deposit Account") and will determine, on a daily basis, the net balance of that Deposit Account, calculated as the total amounts paid by Dealer less the month-to-date spend incurred on account of all LotLinx Services ordered by or on behalf of Dealer. If, on any day that LotLinx determines that the net balance of the Deposit Account is not equal to or greater than the Daily Budget for the following day, then LotLinx may, at its sole option, suspend all Campaigns and other LotLinx Services for Dealer until Dealer increases the balance in such Deposit Account to an amount equal to or greater than the Daily Budget. LotLinx will use commercially reasonable efforts to provide Dealer with notice, within three (3) business days, of any such shortfall in the Deposit Account.
- 3.3. Authorization to Bill Credit Card. Dealer hereby authorizes and agrees to do all other things necessary to authorize LotLinx to charge any credit card associated with the LotLinx Services ordered by or on behalf of Dealer, including credit card information provided by Dealer upon execution of this Agreement, when the net balance of the Deposit Account is below the Daily Budget for the following day.

- 3.4. Taxes. Dealer is responsible for paying any applicable sales, use, excise or similar taxes (collectively, "Taxes") related to Dealer's performance of this Agreement and Dealer's use of the LotLinX Services and/or LotLinX Application, except for taxes based on the net income of LotLinX or the Services Provider.

4. License

- 4.1. Limited License. Subject to Dealer fulfilling all of its obligations under this Agreement, and specifically paying all Service Fees due hereunder, LotLinX hereby provides Dealer with a personal, time-limited, nonexclusive, revocable, non-sublicensable, license to use the LotLinX Application via the LotLinX Application Account (the "License").
- 4.2. Personal License Only. Dealer agrees that the License is personal to Dealer and that Dealer will not share, with any third party, any login information or credentials relating to Dealer's LotLinX Application Account. Dealer is solely responsible for any and all activities that occur under LotLinX Application Account. Dealer will notify LotLinX immediately upon learning of any unauthorized use of Dealer's LotLinX Application Account or any other breach of security relating to the LotLinX Services or the LotLinX Application. Dealer also agrees that LotLinX may, from time to time, log into Dealer's LotLinX Application Account in order to maintain or improve service, including but not limited to providing Dealer assistance with technical or billing issues.

5. Campaign Details

- 5.1. VIN Selection. Dealer agrees that, for each calendar month, LotLinX will utilize the LotLinX Services to select the VINs to include in each Campaign, unless the Parties agree otherwise. Dealer may make a request to LotLinX, within the first ten (10) days of each month, to change the VINs or VIN selection strategy utilized by each Campaign during that month and may, at that time, request, in writing, that LotLinX utilize that particular VIN selection strategy going forward. If Dealer does not provide such written notice, the VINs or VIN selection strategy, as applicable, will revert to those selected by the LotLinX Services.
- 5.2. Campaigns to Run Until Completed. Dealer and LotLinX shall agree on the number of website visitors each Campaign shall attempt to deliver to the Dealer Website before such Campaign is complete, subject to LotLinX exercising its sole right to determine the minimum number of such visitors, and Dealer agrees that LotLinX may continue all Campaigns for Dealer until such Campaigns are complete or may cause a Campaign to run more than once in a calendar month if necessary to complete such Campaign.
- 5.3. Google Analytics and Inventory Feed. As a requirement to use the LotLinX Services, Dealer grants LotLinX access to Dealer's Google Analytics account and inventory feed, and will grant LotLinX "Edit and Collaborate" permissions using the Google Tag Manager, to setup Dealer's ability to identify the quantity of sessions sent to each VDP, and to assess the quality of traffic through the LotLinX Services.
- 5.4. Cooperation to Setup LotLinX Services. Dealer will cooperate with LotLinX to set up the LotLinX Services. Cooperation with setting up the LotLinX Services will include, but not be limited to, Dealer instructing each of its website administrators to facilitate the integration of a LotLinX Tracking Code. LotLinX will deploy Google Tag Manager events and the LotLinX Events Tracking Tool which will inform Google Analytics when visitors are looking at the pictures on Dealer's VDPs. LotLinX will initiate the targeting Campaign on Dealer's behalf for the VINs engaged in the LotLinX Services. USE OF GOOGLE ANALYTICS INCORPORATED IN THE LOTLINX SERVICES WILL BE GOVERNED BY THE THEN CURRENT STANDARD TERMS AND CONDITIONS OF THE SOFTWARE LICENSOR AVAILABLE AT WWW.GOOGLE.COM/ANALYTICS.
- 5.5. Use of Data. Dealer understands and agrees that LotLinX and/or Service Providers may engage a data polling service to poll and transmit data from Dealer's inventory systems or feeds, and the Dealer Website analytics (including Google Analytics) in order to provide the LotLinX Services and that Dealer will authorize, or otherwise enable such access. Dealer hereby grants to LotLinX and each Service Provider a royalty free, nonexclusive, nontransferable, perpetual license to use such data for the purposes of: (a) providing the LotLinX Services; (b) consumer, vehicle, and industry research and reference; (c) evaluation of performance; (d) combining with other data to create proprietary reports and guides; and (e) generating market analysis data and related products.

6. Dealer Content

- 6.1. License. Dealer hereby grants to LotLinX a perpetual, irrevocable, royalty-free, and non-exclusive license to use, copy, encode, enhance, store, reproduce, edit, adapt, modify, translate, transmit, publish, syndicate, sublicense, and publicly display the Dealer Content so LotLinX can provide Dealer with the LotLinX Services and run Campaigns for Dealer. LotLinX reserves the right to share Dealer Content with Publishers. Publishers may,

among other things, enhance Dealer Content to provide specific information related to the Publisher's target audience. Dealer will not obtain any ownership right or license to any LotLinx or Publisher content or enhancements made to Dealer Content. Dealer will retain any copyright and any other rights Dealer already had in the Dealer Content that Dealer submits, posts, or displays on or through the LotLinx Services, or which Dealer provides to LotLinx and/or its Service Providers.

- 6.2. Rights to Dealer Content. Dealer agrees not to provide LotLinx with Dealer Content that Dealer does not have the right to provide or that LotLinx does not have the right to publish or syndicate. Dealer agrees not to provide any Dealer Content that infringes or misappropriates any third party rights, advertises illegal goods or services, or is defamatory, inaccurate or otherwise tortious or criminal. If Dealer discovers that Dealer Content supplied to LotLinx violates the foregoing, Dealer shall: (i) immediately upload new, corrected Dealer Content; and (ii) notify LotLinx at operations@lotlinx.com. If LotLinx discovers that Dealer Content violates the foregoing, LotLinx will: (a) immediately remove the Dealer Content that violates this Section of the Agreement; and (b) notify Dealer so Dealer can provide LotLinx with corrected Dealer Content. DEALER AGREES TO DEFEND AND INDEMNIFY LOTLINX FOR ANY CLAIM RELATING TO DEALER CONTENT, EXCEPT TO THE EXTENT THE CLAIM IS BASED ON MODIFICATION OR ALTERATION MADE TO SUCH DEALER CONTENT BY LOTLINX.
- 6.3. Dealer Content Representations and Warranties. DEALER HEREBY REPRESENTS AND WARRANTS THAT ANY AND ALL DEALER CONTENT SUBMITTED FOR PUBLICATION OR DISPLAYED ON THE DEALER WEBSITE WILL NOT VIOLATE OR OTHERWISE INFRINGE UPON ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, REGULATORY, STATE, FEDERAL, OR COMMON LAW, POLICY, PRIVACY, OR PROPRIETARY RIGHT OF OTHERS, OR CONTAIN ANYTHING CONSIDERED OBSCENE OR LIBELOUS. DEALER HEREBY AGREES THAT ITS PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT, AND THE OPERATION OF DEALER'S BUSINESS, INCLUDING BUT NOT LIMITED TO THE USE OF SALES LEADS AND USE AND MAINTENANCE OF CONSUMER PERSONAL DATA, WILL COMPLY WITH ALL APPLICABLE PRIVACY POLICIES, THIRD PARTY AGREEMENTS, AND ALL STATE AND FEDERAL LAWS AND REGULATIONS.
- 6.4. Dealer Content Access Upon Termination. In the event of termination of this Agreement, LotLinx retains the rights to access the Dealer inventory feed and/or AdWords account until Dealer requests that LotLinx disables access to such, or until Dealer disables LotLinx's access to such.

7. Term, Termination, Account Suspension, and Account Reactivation

- 7.1. Initial Commitment Term. Dealer may not cancel or terminate this Agreement prior to the expiration of the Initial Commitment Term.
- 7.2. Services and Subscription Cancellation by Dealer. Any time after the Initial Commitment Term, Dealer may cancel its account, include any Campaign Subscription, Non-recurring Service, and use of the LotLinx Services by providing written notice to LotLinx and the cancellation shall become effective on the last day of the month following the month in which LotLinx receives such written notice (the "Cancellation Effective Date"). Dealer shall be responsible for paying all Service Fees required under this Agreement until the Cancellation Effective Date. This Agreement shall not terminate on the occurrence of the Cancellation Effective Date but shall continue as specified in, and until terminated by, this Section 7.
- 7.3. Account Suspension. If Dealer desires to suspend its use of the LotLinx Services and the LotLinx Application, it may request such suspension to LotLinx in writing. LotLinx is under no obligation to grant such request but in the event that LotLinx does grant the request to suspend then Dealer's LotLinx Application Account shall be suspended, Dealer shall stop using the LotLinx Application, will stop receiving the LotLinx Services, shall pay all Service Fees due under this Agreement up to the date of suspension, and shall thereafter during the suspension period not be billed by LotLinx for any amounts for the LotLinx Services suspended. Dealer may request that LotLinx lift the suspension at any time and LotLinx may end the suspension at any time in its sole discretion.
- 7.4. Account Reactivation. Within ninety (90) days of the Cancellation Effective Date, Dealer may request that its LotLinx Application Account be reinstated along with its licenses under this Agreement to use the LotLinx Application and the LotLinx Services. Upon such request, LotLinx may, in its sole discretion, reinstate Dealer's LotLinx Application Account and the licenses under this Agreement to Dealer to use the LotLinx Application and the LotLinx Services.
- 7.5. Effect of Cancellation or Termination. Upon any termination of this Agreement, or occurrence of the Cancellation Effective Date: (i) LotLinx will terminate Dealer's LotLinx Application Account; (ii) the licenses granted to Dealer under this Agreement shall be revoked; (iii) Dealer shall cease its use of the LotLinx Application and the LotLinx

Services; (iv) any Campaign Subscription shall terminate; and (v) all amounts due from Dealer to LotLinX under this Agreement shall immediately become due and payable.

- 7.6. Proper Usage of the LotLinX Services and LotLinX Application. LotLinX may, at its sole option, terminate this Agreement if, in the opinion of LotLinX, Dealer uses the LotLinX Services or LotLinX Application in a manner that: (i) is not a good faith use; (ii) infringes on a third party's intellectual property rights; (iii) is illegal, unlawful, or malicious; (iv) deemed improper by LotLinX in LotLinX's sole discretion; (v) is defamatory, threatening, abusive, intimidating, or otherwise violates the rights of other, including without limitation other's privacy rights or rights of publicity; accesses or uses (or attempts to access or use) another account of any customer or another user of the LotLinX Services; transmits any software or materials that contain any viruses, worms, Trojan horses, defects, or other items of a destructive nature; frame or mirror any portion of the LotLinX website or the LotLinX Services; harvests or collects information about or from other customer of LotLinX; or probes, scans, or tests the vulnerability of the LotLinX website or LotLinX Services.
- 7.7. Termination by LotLinX. LotLinX may terminate this Agreement, and cease providing the LotLinX Services immediately in the event: (i) Dealer breaches any term of this Agreement; (ii) Dealer fails to increase the balance of its Deposit Account up to or above the Daily Budget, in accordance with Section 3.2 above, within ninety (90) days of the date LotLinX first notifies Dealer of a shortfall in such Deposit Account; (iii) Dealer does not agree to modifications to this Agreement, in accordance with Section 8; or (iv) the LotLinX Application or LotLinX Services, or any part thereof, are deemed by LotLinX or alleged or determined by an appropriate governmental authority to violate any local, state, or federal law or regulation.
- 7.8. Term. The term of this Agreement, shall begin on the Effective Date and terminate the earlier of: (i) ninety (90) days after the Cancellation Effective Date unless Dealer's account is reactivated in accordance with Section 7.4 above; or (ii) terminated by LotLinX in accordance with Section 7.7 above or Section 9 below.

8. Modifications to the Agreement

LotLinX may, at any time and in its sole discretion, modify this Agreement, including the Terms and Conditions or any additional terms that apply to the LotLinX Services and/or the LotLinX Application. LotLinX will notify Dealer of such modification through the LotLinX Application or by other means reasonably calculated to reach Dealer. Dealer's continued use of the LotLinX Services and/or LotLinX Application after the effective date of the modifications are contingent upon and will constitute Dealer's acceptance of the modifications.

9. Restriction on the use of LotLinX Services and/or LotLinX Application

Use of the LotLinX Services and the LotLinX Application is subject to the applicable policies of the Publishers that display Dealer Content via ads, videos, or other advertising media in connection with the LotLinX Services, including without limitation any Publisher's or applicable third-party policies. Dealer is solely responsible for the accuracy of Dealer Content and Dealer agrees to comply with all applicable laws, regulations, advertising policies, and communication policies. LotLinX or the Service Providers may modify Dealer Content to comply with any laws, regulations, or Policies in its sole discretion. Where LotLinX or Service Provider has modified such Dealer Content, LotLinX will be responsible for such modification. Dealer may use the LotLinX Services and the LotLinX Application only for purposes that are permitted under this Agreement, and in accordance with applicable laws and regulations. Dealer agrees not to access, or attempt to access, any of the secure web services by any means other than through the interfaces that are made accessible by LotLinX or the Services Providers. Without limiting the foregoing, Dealer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of any secure web service or other program associated with the LotLinX Services.

10. Confidentiality

Neither Party will use or disclose the other Party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order; in which case, the Party being compelled to disclose Confidential Information will give the other Party as much notice as is reasonably practicable prior to disclosing the Confidential Information.

11. Indemnification

To the extent permitted by applicable law, Dealer will indemnify, hold harmless and defend LotLinX, at Dealer's expense, from any and all third party claims, actions, proceedings, and suits brought against LotLinX or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by LotLinX or any

of its officers, directors, employees, agents or affiliates, arising out of or relating to: (i) Dealer's breach of any term or condition of this Agreement; (ii) Dealer's use of the LotLinX Services and/or LotLinX Application; (iii) Dealer's violation of applicable laws, rules or regulations in connection with the LotLinX Services and/or the LotLinX Application; (iv) any representations and warranties made by Dealer concerning any aspect of the LotLinX Services and/or the LotLinX Application to any third party; (v) any claims made by or on behalf of any third party pertaining directly or indirectly to Dealer's use of the LotLinX Services and/or the LotLinX Application; (vi) violations of Dealer's obligations of privacy to any third party; and (vii) any claims with respect to acts or omissions of any third party in connection with the LotLinX Services and/or the LotLinX Application. LotLinX will provide Dealer with written notice of any claim, suit or action from which Dealer must indemnify LotLinX. Dealer will cooperate as fully as reasonably required in the defense of any claim. LotLinX reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Dealer. Provided that Dealer is not in default of any obligation under this Agreement, LotLinX will indemnify, hold harmless and defend Dealer and Dealer's wholly owned subsidiaries, at LotLinX's expense from any and all third-party claims, actions, proceedings, and suits brought against Dealer or any of its officers, directors, employees, agents, or affiliates arising out of LotLinX's gross negligence in the performance of the LotLinX Services.

12. No Product or Service Warranties

DEALER EXPRESSLY UNDERSTANDS AND AGREES THAT DEALER'S USE OF THE LOTLINX APPLICATION, THE LOTLINX SERVICES, AND ANY CONTENT ASSOCIATED THEREWITH IS AT DEALER'S SOLE RISK AND IS PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, LOTLINX, THE SERVICE PROVIDER(S) AND THEIR AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT TO DEALER THAT: (A) DEALER'S USE OF THE LOTLINX APPLICATION OR LOTLINX SERVICES OR THE CONTENT WILL MEET DEALER'S SUBJECTIVE REQUIREMENTS, OR (B) DEALER'S USE OF THE LOTLINX APPLICATION OR LOTLINX SERVICES OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR (C) DEALER WILL BE PROVIDED WITH A MINIMUM NUMBER OF SALES LEADS, SHOPPERS, OR ACHIEVE A SPECIFIC NUMBER OF CONVERSIONS OF SALES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE LOTLINX APPLICATION OR LOTLINX SERVICES, IS DONE AT DEALER'S OWN DISCRETION AND RISK AND DEALER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO DEALER'S COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY DEALER FROM LOTLINX OR ANY SERVICE PROVIDER OR THROUGH OR FROM THE USE OF THE LOTLINX APPLICATION OR LOTLINX SERVICES SHALL CREATE ANY WARRANTY.

13. Limitation of Liability

LOTLINX SHALL NOT BE RESPONSIBLE FOR LOST REVENUES, DIRECT LOST PROFITS, INDIRECT LOST PROFITS, OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEALER AGREES THAT LOTLINX'S LIMITATIONS OF LIABILITY DETAILED ABOVE APPLIES TO LOTLINX, THE SERVICE PROVIDERS, LOTLINX'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AFFILIATES, AND LICENSORS.

14. Proprietary Rights Notice

The LotLinX Application and all associated content is owned by or licensed by LotLinX, and protected by law, including copyrights, database, trade secret, and trademark laws of the United States and all applicable jurisdictions, as well as other applicable state, national, and international laws and regulations. The LotLinX Application is Copyright 2002-2020, LotLinX, Inc., all rights reserved. LotLinX also owns copyright rights in collective works and/or compilations and in any and all databases accessible on or through the LotLinX Application or LotLinX Services. LotLinX and all other marks displayed on the LotLinX Services (collectively the "Trademarks") are registered and/or common law trademarks of LotLinX and/or various third parties. Except as expressly stated herein, nothing contained in the LotLinX Services and/or LotLinX Application may be construed as granting, by implication, estoppel, or otherwise, any grant, license or right to use any licensed copyright or trademark without the prior written permission of LotLinX or such other party that may own the trademarks or any licensed copyrights. The LotLinX Application, which includes any copyrights and all intellectual property rights therein is, and will remain, the property of LotLinX. All rights in and to the LotLinX Application not expressly granted to Dealer in this Agreement are reserved and retained by LotLinX and its licensors without restriction, including, LotLinX's right to sole ownership of the LotLinX Application and any documentation provided to Dealer by LotLinX and the right to modify the LotLinX Services and/or the LotLinX Application at any time without notice to Dealer. Without limiting the generality of the foregoing, Dealer agrees not to (and not to allow any third party to): (a) sublicense, distribute, or use the LotLinX

Application or LotLinx Services outside of the scope of the License granted in this Agreement; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the LotLinx Application or otherwise attempt to discover any source code or trade secrets related to the LotLinx Application; (c) rent, lease, sell, assign or otherwise transfer rights in or to the LotLinx Application or LotLinx Services; (d) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the LotLinx Application or LotLinx Services; (e) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the LotLinx Application or LotLinx Services for any purpose without the express written consent of LotLinx; (f) register, attempt to register, or assist anyone else to register any trademark, trade name, marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with LotLinx; (g) transfer to another dealership or any other entity any sales leads, or any data included in any sales leads, delivered to Dealer in connection with the LotLinx Services; (h) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the LotLinx Application; or (i) challenge or contest, whether directly or indirectly, the validity of LotLinx's ownership of such copyrights, trademarks, or any other intellectual property, or assist any other third party in doing so.

15. Force Majeure

Each Party to this Agreement shall be excused from performance hereunder, except for payment obligations, and to the extent that it is prevented from performing any obligation contained within this Agreement, in whole or in part, as a result of delays caused by the other Party, war, pandemic, civil disturbance, court order, labor dispute, third party nonperformance or other cause beyond its reasonable control, including failures, fluctuations or non-availability of electrical power, heat, light, air conditioning, computing or information systems or telecommunications equipment or the inability of hardware or software leased or acquired by sale or license from third parties to process without error or malfunction any date data. Such nonperformance shall not be a default or ground for termination as long as reasonable means are taken to remedy expeditiously the problem causing such nonperformance.

16. Independent Contractor Status

LotLinx and the Service Providers are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created between Dealer and LotLinx or the Service Providers under this Agreement.

17. Waiver

No delay in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of that right, power, or remedy.

18. Severability

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions of this Agreement. Headings used in this Agreement are for reference and convenience only and are not part of this Agreement.

19. Assignment

Dealer may not assign this Agreement without the prior written approval of LotLinx, except that no approval shall be required to assign this agreement to any person or entity which is, directly or indirectly, controlled by, controlling, or under common control with Dealer. LotLinx may assign this Agreement, so long as LotLinx provides notice to Dealer as soon as practicable. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

20. Governing Law, Venue for Resolving Disputes, Binding Arbitration

The laws and jurisdiction of the State of New Hampshire without regard to its conflict or choice of law provisions governs this Agreement and the provision of the LotLinx Services and/or LotLinx Application by LotLinx and its Service Providers. Any dispute or controversy arising under or in connection with Dealer's use of the LotLinx Services or LotLinx Application, Dealer's relationship with LotLinx, Dealer's access to the LotLinx website or any of the sites affiliated with LotLinx, or this Agreement shall be settled exclusively by arbitration as set forth herein.

Any dispute or controversy shall be submitted to a single arbitrator to be chosen by mutual agreement of the Parties from the panel of arbitrators at the JAMS Boston, Massachusetts office within five (5) days after the request for arbitration notice is received by a Party. If the Parties, within such time, cannot agree on an arbitrator, the arbitrator shall be chosen pursuant to the JAMS Comprehensive Arbitration Rules & Procedures from its panel of arbitrators at the JAMS Boston, Massachusetts office. A copy of the Rules & Procedures can be found at <http://www.jamsadr.com/rules-comprehensive-arbitration>. The arbitration hearing shall be held in Peterborough, New Hampshire, United States of America, or at such other place that the Parties and the arbitrator mutually agree upon, such agreement shall take place no later than thirty (30) days after the demand for arbitration is received in writing. The Parties agree that any arbitration hereunder will be subject to JAMS Expedited Procedures Rule 16.1 and 16.2 and any other JAMS Rules and Procedures not in conflict with the Expedited Procedure Rules shall apply. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration clause and without abridgment of the powers of the arbitrator. DEALER UNDERSTANDS THIS THIS SECTION DISCUSSES ARBITRATION AND AGREES TO SUBMIT ANY PRESENT AND FUTURE CLAIMS AGAINST LOTLINX TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF DEALER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES WITH LOTLINX.

21. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties in regard to Dealer's use of the LotLinx Services and/or LotLinx Application. This Agreement supersedes all prior agreements, consents and understandings whether oral or written in regard to the subject matter of this Agreement.

Rev. 2020.05.01
Replaces Rev. 2020.02.10