

# LOTLINX TURN BROWSER EXTENSION END USER LICENSE AGREEMENT

This End User License Agreement (this “Agreement”) is entered by and between LotLinx, Inc. (“LotLinx”) and you regarding your use of the LotLinx Turn Browser Extension (the “Software”). The terms “you” and “your” mean the person or legal entity that is downloading, installing, or using the Software and includes any company (including and automotive dealership or dealership group) on the behalf of which you download, install, or use the Software.

It applies to your use of the Software regardless of whether you create a login account and regardless of whether you purchase any of the LotLinx Services. You may not accept this Agreement if you are not of a legal age to form a binding contract with LotLinx. By using the Software, you are representing to LotLinx that you have the capacity to be bound this Agreement or, if you are acting on behalf of a company or entity, that you have the authority to bind such entity.

READ THIS AGREEMENT CAREFULLY BEFORE YOU DOWNLOAD, USE, OR INSTALL THE SOFTWARE. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

If you understand and accept the terms and conditions of this Agreement, click the checkbox next to “I have read and accept the LotLinx Turn Browser Extension: End-User License Agreement.”. If you either do not understand or do not accept the terms and conditions of this Agreement, do not click that checkbox and uninstall the Software.

## Contact Us

If you have any questions concerning this Agreement, or if you would like to contact LotLinx for any other reason, please write to: LotLinx, Inc., ATTN: Customer Feedback, 20 Grove St., Suite 230, Peterborough, NH 03458

You agree to the following:

### 1. Your License in the Software / Free and Paid Use

1.1. Limited License. Subject to you fulfilling all of your obligations under this Agreement, LotLinx hereby provides you with a personal, time-limited, nonexclusive, revocable, non-sublicensable, license to use the Software in accordance with this Agreement only (the “License”). You agree that the License is personal to you and that you will not share any login information or credentials relating to the Software (your “Account”) with any third party. You are solely responsible for all activities that occur through the copy of the Software downloaded by you.

1.2. No Other License. This Agreement, and your use of the Software provides no license to any other software or service made, sold, or offered by LotLinx or its affiliates.

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1.4. Payment of Service Fees. As consideration for the License granted under this Agreement, and for use of the

LotLinx Services, you agree to pay LotLinx the fees specified in each order placed by you, in accordance with the terms of this Agreement and each such order, as approved and accepted by LotLinx. Payment must be made by credit card or other form of payment accepted by LotLinx. You hereby authorize and agree to do all other things necessary to authorize LotLinx to charge any credit card associated with you for payment of any amounts owed under this Agreement, including credit card information provided by you through the Software or directly to LotLinx. You shall not, directly or indirectly, cause or allow any challenge, appeal, charge-back, or other action that prevents or otherwise reverses the charges authorized by you under this Agreement. You further agree that, in any instance where you breach your obligations under this Section, that you shall pay all fees and costs incurred by LotLinx to collect payment for the LotLinx Services, including all reasonable attorneys’ and collections fees.

1.5. Taxes. You are responsible for paying any applicable sales, use, excise or similar taxes (collectively, “Taxes”) related to your performance of this Agreement and use of the LotLinx Services and/or the Software, except for taxes based on the net income of LotLinx.

### 2. Privacy and the Use of Your Content by LotLinx

2.1. Your Privacy. By creating your Account, you agree to receive notices electronically that are related to your use of the Software using the contact information that you provided

when making or updating your Account, which may include your email address and phone number. For information about the privacy and data protection practices of LotLinx, please read the LotLinx Privacy Statement found at <https://www.lotlinx.com/privacy-statement/> which explains how LotLinx collects, uses, and shares your information. By using the Software and/or the LotLinx Services, you consent to the collection, use, and sharing of your information as set forth in the privacy statement.

**2.2. Google Analytics and Inventory Feed.** As a requirement to use certain parts of the Software and the LotLinx Services, you must grant LotLinx access to your Google Analytics account and automobile inventory feed. Accordingly, you agree, when notified by LotLinx that such access is required to provide the LotLinx Services and continue your full use of the Software, that you will provide LotLinx with the information and permission necessary to access any such inventory feed and that you will grant LotLinx “Edit and Collaborate” permissions through the Google Tag Manager.

**2.3. The License you grant to LotLinx.** You hereby grant 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 any data and content, including the inventory and inventory related data, and images that you share with or submit to LotLinx (the “Content”). This license also gives LotLinx the right to share the Content with third parties, including publishers and affiliates that LotLinx has a relationship with and who may help provide the LotLinx Services (the “Service Providers”). You agree not to provide LotLinx with Content that you do not have the right to share with LotLinx, including Content that infringes or misappropriates any third party rights, advertises illegal goods or services, or is defamatory, inaccurate or otherwise tortious or criminal. If you discover that any Content shared with LotLinx violates the foregoing, you shall: (i) immediately upload new, corrected Content; and (ii) notify LotLinx at [operations@lotlinx.com](mailto:operations@lotlinx.com) of the facts surrounding the provision of such Content. If LotLinx discovers that any Content violates the foregoing, LotLinx will: (a) immediately remove the Content; and (b) notify you so that you can provide LotLinx with Content. YOU AGREE TO DEFEND AND INDEMNIFY LOTLINX FOR ANY CLAIM RELATING TO THE CONTENT, EXCEPT TO THE EXTENT THE CLAIM IS BASED ON MODIFICATION OR ALTERATION MADE TO SUCH CONTENT BY LOTLINX.

**2.4. Use of the Content.** You understand and agree that the license you grant to LotLinx in this Agreement includes giving LotLinx and the Service Providers the right to engage a data polling service to poll and transmit data from your inventory systems or feeds, and analytics platforms (including Google Analytics) in order to provide the LotLinx Services. You also hereby grant to LotLinx and each Service Provider a royalty free, nonexclusive, nontransferable, perpetual license to use such Content 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.

**2.5. Your Representations and Warranties With Regard to Content.** YOU HEREBY REPRESENT AND WARRANT THAT ANY AND ALL CONTENT SUBMITTED TO LOTLINX 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. YOU HEREBY AGREE THAT YOUR PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT, AND THE OPERATION OF ANY 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.

**2.6. Content Access Upon Termination.** In the event of termination of this Agreement, LotLinx retains the rights to access any inventory feed and/or AdWords account until you request, in writing, that LotLinx disable access to such, or until you disable LotLinx’s access to such.

### 3. Term and Termination

**3.1. Term.** The License is effective commencing on the date you download the Software and terminates on the earliest occurrence of: (i) you uninstall and/or destroy all copies of the Software in your possession; (ii) you breach any obligation of this Agreement; (iii) you use the Software in any way that conflicts with applicable law; or (iv) it is terminated by LotLinx as set forth in this Agreement.

**3.2. Termination by LotLinx.** LotLinx may, at its sole option, terminate this Agreement at any time and for any reason, including any time when, in the opinion of LotLinx, you use the Software 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; (v) is defamatory, threatening, abusive, intimidating, or otherwise violates the rights of other, including without limitation other’s privacy rights or rights of publicity; (vi) accesses or uses (or attempts to access or use) another account of any customer or another user of the Software; (vii) transmits any software or materials that contain any viruses, worms, Trojan horses, defects, or other items of a destructive nature; or (viii) 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.

### 4. Export Controls

Export of the Software may be subject to compliance with the rules and regulations promulgated from time to time by the Bureau of Export Administration, United States Department of Commerce, which restrict the export and re-export of certain products and technical data. If the export of the Software is controlled under such rules and regulations, then the Software shall not be exported or re-exported, directly or indirectly: (a) without all export or re-export licenses and

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#### **5. Modifications to the Agreement and License**

LotLinx may, at any time and in its sole discretion, modify this Agreement, including the License granted herein by any means reasonably calculated to reach you. Your continued use of the Software as of the effective date of the modifications will constitute your acceptance of those modifications.

#### **6. Indemnification**

To the extent permitted by applicable law, you will indemnify, hold harmless and defend LotLinx, at your 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) your breach of any term or condition of this Agreement; (ii) your use of the LotLinx Services and/or the Software; (iii) your violation of applicable laws, rules or regulations in connection with the LotLinx Services and/or the Software; (iv) any representations and warranties made by you concerning any aspect of the LotLinx Services and/or the Software to any third party; (v) any claims made by or on behalf of any third party pertaining directly or indirectly to your use of the LotLinx Services and/or the Software; (vi) violations of your 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 Software.

#### **7. No Product or Service Warranties**

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#### **10. 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.

#### **11. 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.

#### **12. Assignment**

Rev. 2020.11.19  
Replaces Rev. 2020.10.20

You may not assign this Agreement or the License without the prior written approval of LotLinx. LotLinx may assign this Agreement without notice to you. This Agreement will be binding on and inure to the benefit of you and LotLinx and their respective successors and assigns.

#### **13. Governing Law, Venue for Resolving Disputes, Binding Arbitration – READ CAREFULLY AS THIS SECTION AFFECTS YOUR LEGAL RIGHTS**

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 through the Software. Any dispute or controversy arising under or in connection with your use of the Software, the LotLinx Services through the Software, or this Agreement shall be settled exclusively by arbitration and must be submitted to a single arbitrator to be chosen by mutual agreement of you and LotLinx 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 you and LotLinx 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 you, LotLinx, 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. You and LotLinx 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. Either you or LotLinx 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. YOU UNDERSTAND THAT THIS SECTION DISCUSSES ARBITRATION AND YOU AGREE TO SUBMIT ANY PRESENT AND FUTURE CLAIMS AGAINST LOTLINX TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES WITH LOTLINX.

#### **14. Entire Agreement**

This Agreement constitutes the entire agreement and understanding between you and LotLinx regarding your use of the Software. This Agreement supersedes all prior agreements, consents and understandings whether oral or written in regard to the subject matter of this Agreement.