

AutoPoint shall, pursuant to the terms and conditions stated herein, as such may be amended from time to time at AutoPoint's exclusive discretion, perform the services ("Services") as more particularly set forth in the Master Subscription Agreement ("Agreement") and Exhibit A thereto in accordance with the specifications and for the payment terms provided for therein. AutoPoint shall use reasonable care to perform and provide all Services in a timely and efficient manner and at levels at or above those commonly accepted in the industry. The Parties acknowledge that new Services may be added, and that the existing Services may be modified from time to time.

DEFINITIONS

"Access" means the ability to access the Services locally or via the internet and/or to connect to the AutoPoint Website in order to access the Services.

"Access Information" means the passwords and user IDs that allow Access to the AutoPoint Website and to process orders and related transactions within the AutoPoint Website.

"Anonymized Data" means a Customer Record, used alone or in combination with data from other customers and/or additional data resources, de-identified in such a way that a person or entity (including but not limited to Customer) cannot be identified. Anonymized Data is not considered confidential information.

"AutoPoint" means Mobile Productivity, LLC, its affiliated entities and subsidiaries, and all entities thereunder that do business under the AutoPoint name.

"AutoPoint Confidential Information" means, without limitation, information disclosed by AutoPoint, including, without limitation, the terms and conditions of this Agreement, trade secrets, methodologies, supplier lists, customer lists, customer data, cost and price data, software, computer and telecommunications systems, records, technical processes and formulas, product designs, sales, unpublished financial information, product and business plans, usage rates, projections, marketing data and memoranda, papers, letters, e-mail, notes, plans, documentation, records and all copies thereof relating to the existing or planned business or technology of AutoPoint, and all other documents, records, data, or disclosures of any kind that are described as confidential or should reasonably be understood to be confidential.

"AutoPoint Technology" means all of AutoPoint's proprietary technology (including Software, hardware, products, processes, algorithms, user and programming interfaces, know-how, techniques, designs and other tangible or intangible technical material or information), made available to Customer, including future technology, or otherwise used by AutoPoint in providing the Services.

"AutoPoint Website" means the Internet-based technology platforms owned and hosted by AutoPoint that allows authorized users to Access the Services and input data into an online system(s) and/or Software.

"Customer Record" means non-vehicle related data that is provided by Customer and submitted via the Services or data extracted from a Data Management System ("DMS") and which specifically identifies a consumer or the Customer.

"Documentation" means the applicable specifications, manuals, product data sheets, instructions or other documentation relating to the Services, whether in hardcopy or electronic form, that is furnished to Customer during the term of this Agreement.

"Exhibit A(s)" means the purchase order, order form or exhibit evidencing Customer's subscription for the Services that Customer may submit in written form and which is accepted by AutoPoint, specifying, among other things, (1) the number of subscriptions and other Services contracted for, (2) the applicable fees and other charges, (3) the billing frequency, and (4) other terms and conditions as may be agreed upon between the Parties in writing, each such Exhibit A to be incorporated into and to become a part of the Agreement.

"Intellectual Property Rights" means rights in and to inventions (whether or not patentable), patent applications, patents, design rights, rights in and to Software code and other works of authorship including copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, trade secret rights, and all other intellectual property rights and forms of protection of a similar nature anywhere in the world.

"License" means the license granted in the "Grant of License" section in the Agreement.

"Software" means any systems programs, applications programs, databases and related information and documentation contained in the Services.

"Party" or "Parties" mean(s) either AutoPoint or Customer, or both, as appropriate.

"Subscription Term(s)" means the period(s) during which Users are subscribed to use the Services pursuant to the Exhibit A(s);

"User(s)" means Customer employees, representatives, consultants, contractors or agents who are authorized to use the Services and have been supplied with individual access credentials by Customer or by AutoPoint at Customer's request.

GENERAL TERMS AND CONDITIONS

1. CONFIDENTIAL AND PROPRIETARY MATTERS

- A. AutoPoint and/or AutoPoint's licensors own all right, title and interest in and to the Services, including, but not limited to, all databases, computer programming, Software and related information and Documentation, as well as any AutoPoint Technology used to create the Services. Other than the limited License granted to Customer in this Agreement, Customer shall have no ownership rights in and to the Services, the AutoPoint Websites or the AutoPoint Technology used to create the Services. AutoPoint (or its licensors or third-party information and content providers) retains all rights, title and interest in and to all of the Intellectual Property Rights, provided by or made accessible through the AutoPoint Website. All rights not expressly granted hereunder by AutoPoint are expressly reserved to AutoPoint and its licensors and information and content providers.
- B. Customer shall not, either directly or indirectly, through its consultants, contractors, representatives, or affiliates, attempt to reverse engineer, copy, reproduce, recompile, decompile, disassemble, distribute, publish, resell, sublicense, modify, create derivative works from, or in any way exploit any portion or component of any AutoPoint Technology or Software created by AutoPoint and used in connection with the Services, and all such information and code shall be deemed AutoPoint Confidential Information. Modification of the content of the Services by Customer shall be a material breach of this Agreement.
- C. Customer shall reproduce AutoPoint's name on any copies of reports, estimates and forms, irrespective of the form of such copy, as Customer may lawfully reproduce for its own use.
- D. AutoPoint will treat Customer Record as confidential, except as specifically provided in this Agreement. Notwithstanding the above, Customer shall allow AutoPoint to use Anonymized Data in the compilation of statistics and reports, which statistics and reports shall be the property of AutoPoint. AutoPoint shall have the sole right to use, recompile, reassemble, sell, and distribute such statistics and reports. AutoPoint reserves the right and is hereby authorized by Customer, to use and distribute all data derived from the Services that does not constitute Customer Record.
- E. AutoPoint and Customer will take appropriate steps to notify their respective employees and consultants, with a need to know and who are not competitors of AutoPoint, who are granted Access to Customer Record or the AutoPoint Confidential Information, as the case may be, of their confidentiality obligations with respect thereto. AutoPoint and Customer will instruct such persons to keep Customer Record and AutoPoint Confidential Information, as the case may be, confidential by using the same care and discretion that such party uses with respect to its own trade secrets and proprietary data and information. Notwithstanding the foregoing, AutoPoint may disclose and provide access to Customer Record and/or other Customer information as required or compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process by court order of a court of competent jurisdiction, or in order to comply with applicable requirements of any government department or agency or other regulatory authority.
- F. As requested by AutoPoint during the term of this Agreement, or upon expiration or any termination of this Agreement, Customer shall immediately cease to use the Services and shall return or destroy, as AutoPoint directs, all copies of the Services, Documentation,

and AutoPoint Confidential Information (including, without limitation, worksheets, documentation, computer program media and CDs) relating to the Services or AutoPoint Confidential Information which are in its possession or in the possession of Customer or its Users. Customer is responsible for packing the Services, AutoPoint Confidential Information and Documentation in accordance with AutoPoint's instructions, and paying all associated freight, insurance, shipping and packing materials charges for its return to AutoPoint.

- G. After termination of this Agreement, AutoPoint will dispose of Customer Record in any manner deemed appropriate by AutoPoint unless Customer, prior to such termination, furnishes to AutoPoint written instructions for the disposition of such Customer Record at Customer's expense. At Customer's request and provided that AutoPoint has been paid for all Services provided through the date of termination, AutoPoint will provide Customer, in a standard AutoPoint format and at AutoPoint's then standard rates for such format, any and all Customer Record then in AutoPoint's possession.

Exceptions to Confidentiality. The obligation of confidentiality and restriction of use in this Section 1 shall not apply to any confidential information that: (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the recipient; (ii) was lawfully received by the recipient party from a third party free of any obligation of confidence to such third party; (iii) is required to be disclosed in a judicial or administrative proceeding (including a proceeding to enforce this Agreement), or as otherwise required to be disclosed by law, in any such case after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the disclosing party as much advance notice of the possibility of such disclosure as practical so the disclosing party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; (iv) is subsequently and independently developed by employees, consultants or agents of the recipient without reference to the confidential information disclosed under this Agreement; or (v) is disclosed by the recipient in accordance with the prior written approval of the disclosing party.

2. SECURITY, ACCESS AND PASSWORD PROTECTION

- A. AutoPoint is not responsible for any unauthorized use or misuse of Customer's Access Information. Customer must adhere to all security measures contained herein, to be granted access to the benefits of the Service. Customer is responsible for maintaining the confidentiality of Customer's Access Information and Customer is fully responsible for all activities that occur within the AutoPoint Website. If Customer authorizes a representative to use Customer's Access Information or access the Services, Customer does so at their own risk. AutoPoint is not responsible for any incorrect information provided by Customer or Customer representatives. Customer agrees to immediately notify AutoPoint of any unauthorized use of Customer's Access Information or AutoPoint Website or any other breach of security. AutoPoint cannot and will not be liable for any loss or damage arising from Customer's failure to comply with this section.

- B. AutoPoint agrees to maintain appropriate safeguards reasonably designed to: (i) ensure against anticipated threats or hazards to the security or integrity of the Customer Record; and (b) protect against unauthorized access to or use of the Customer Record that could result in substantial harm or inconvenience to the consumer who is the subject of the Customer Record in AutoPoint's possession, provided that such unauthorized access to or use of Customer Record was not a result of Customer's misuse or negligent acts or omissions.

3. SOFTWARE

- A. To the extent that the Services contain any Software, Customer is a licensee and/or sublicensee of AutoPoint of such Software. Customer accepts such Licenses and/or sublicenses, as the case may be, from AutoPoint for the Software upon the terms and conditions set forth in this Agreement.
- B. The Licenses and/or sublicenses for the Software granted by AutoPoint to Customer hereunder convey personal, non-exclusive, non-transferable rights to Customer to use the Software for the limited purposes set forth herein.
- C. Customer may need to download certain software components from the AutoPoint Website in order for Customer to use the Services.
- D. AutoPoint is not responsible for any bugs, viruses or errors in the downloaded software which result from Customer's telecommunication or cable line provider, Customer's connection to the Internet or connecting Customer networks, or Customer software.
- E. Customer will abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the downloaded software and/or in the AutoPoint Website and Customer will retain all copyright and other proprietary notices on any forms downloaded from the AutoPoint Website.
- F. Customer further agrees to any and all additional terms and conditions that are set forth on the AutoPoint Website with respect to the Services.

4. AVAILABILITY AND USE OF THE SERVICES

- A. AutoPoint will make reasonable commercial efforts to support and make available the Services in accordance with AutoPoint's then prevailing service level schedule, if any, as provided in the Exhibit A. AutoPoint support services shall be provided on the condition that Customer and its employees have completed appropriate AutoPoint training ("Training Event"), as determined by AutoPoint in its sole discretion. Customer agrees that Users shall complete web-based training at least 1 (one) week prior to a scheduled Training Event and at least 2 (two) weeks prior notice is required to reschedule a Training Event. Notwithstanding the foregoing, if Customer and/or its Users have not completed the appropriate training, as determined by AutoPoint, AutoPoint reserves the right to: (i) deny access to support and (ii) charge Customer a one-time rescheduling fee of two thousand dollars (\$2,000) and any additional fees for support resulting from non-training. AutoPoint training and support services are provided at AutoPoint's then prevailing rates.
- B. In order to improve the quality of the Services, AutoPoint reserves the right to update and modify operation of the Services, including but not limited to changes in: (i) the rules of

operation; (ii) accessibility periods; (iii) identification procedures; (iv) type of equipment, type of system, and service equipment required; (v) the timing of scheduled maintenance; and (vi) the registration information and Access Information procedures. During maintenance or updating, the Services may be unavailable.

- C. AutoPoint may make updates to the Services, the frequency of which will be determined solely by AutoPoint.
- D. AutoPoint reserves the right to discontinue providing any Service or feature of a Service upon sixty (60) days prior written notice to Customer; provided, however, AutoPoint will replace any such Product with a product functionally similar to the Service being replaced, at no additional cost to Customer, for the remainder of the term of this Agreement. If no such Service is available, AutoPoint shall issue a refund for any fees paid in advance.
- E. AutoPoint's support services will not include any assistance relating to interruptions, delays, disconnections or other errors involving Customer's telecommunications or cable line provider or Customer's connection to the Internet.
- F. Customer will use the Services in accordance with such reasonable rules as may be established by AutoPoint from time to time as set forth in any documentation furnished to Customer by AutoPoint or set forth on the AutoPoint Website.
- G. Customer shall be solely responsible for all log-on or other charges associated with the ability to use the Services.
- H. Customer assumes exclusive responsibility for: (i) the consequences of any instructions Customer gives; (ii) Customer's failure to properly Access or use the Services; and (iii) Customer's failure to supply accurate Customer Record.
- I. Customer shall be entitled to use and disclose information extracted from a Service that does not constitute AutoPoint Confidential Information solely for the following purposes: (a) to use extracted information in a management system for internal use only; and/or (b) to transmit the extracted information to a third party as permitted in the normal course of estimate valuation, provided such third party is not a competitor of AutoPoint.

5. LICENSE AND USE RESTRICTIONS

Customer and/or its Users shall not directly or indirectly:

- A. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or other underlying AutoPoint Technology.
- B. Modify, copy, reproduce, display to third parties, translate, or create derivative works based on (i) the Services or (ii) any AutoPoint Technology.
- C. Rent, lease, distribute, sell, resell, assign, or otherwise purport to transfer rights to the Services or any AutoPoint Technology.
- D. Use the Services or any AutoPoint Technology for timesharing or service bureau purposes or otherwise for the benefit of any third party.
- E. Remove any proprietary notices from the Services or any AutoPoint Technology.
- F. Frame or mirror any part of any Service or content, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Documentation.
- G. Authorize, permit, or otherwise allow more than the authorized Users to access the Services.

- H. Use AutoPoint technology in any manner or for any other purpose other than as expressly permitted by this Agreement.
- I. Access the Services in order to build a competitive product or service.
- J. Access the Services to monitor their availability, functionality, or for any other benchmarking or competitive purposes. If you permit individuals other than Users to access the Services ("Unpermitted Individuals"), you will be charged User subscription Fees commensurate with the Unpermitted Individuals who used the Services.
- K. Except as expressly permitted by AutoPoint, Customer shall not (and shall not authorize or permit a User or any other person or third party to): access, use, download, screen scrape, reproduce, disclose, redistribute, retransmit, publish, sublicense, assign, copy, transfer or commercially exploit ("Use") any products or services and all content and information (whether owned by AutoPoint or its clients) accessed through the AutoPoint Website or Services, including but not limited to, Customer Record and other client data or any other information accessed through the AutoPoint Website ("Proprietary Information"). Customer shall not Use or permit anyone to Use the Proprietary Information for any unlawful or unauthorized purpose. Customer may use the Proprietary Information to only process its own internal data for Customer's respective store(s), dealership(s) or dealership group (as applicable), as expressly authorized by AutoPoint in the Agreement. Customer shall not sell, rent, lease, sublicense, or otherwise allow the Use of the Proprietary Information to third parties or its other business entities, sites, franchises or locations without AutoPoint's prior written consent. Any additional individuals, business entities, sites, franchises, and locations that have not fully read, understood and agreed to these terms and conditions must register separately as an authorized user and acknowledge these terms and conditions in order to access the Proprietary Information via any AutoPoint Website. Unauthorized or improper use of the AutoPoint Website and any Proprietary Information is a material breach of the Agreement and/or applicable laws. Should Customer or a User access or obtain Proprietary Information through the AutoPoint Website or Services pertaining to other AutoPoint clients, Customer agrees to notify AutoPoint immediately and to not Use such information in any way.

6. INTELLECTUAL PROPERTY RIGHTS

- A. AutoPoint (and its licensors, where applicable) will exclusively own all right, title and interest, including all related Intellectual Property Rights, in and to the Services, the AutoPoint Technology, and any modifications thereto or derivative works thereof. Further, AutoPoint will exclusively own any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Services or AutoPoint Technology (the "Feedback"). Customer hereby assign, and agree to assign, any and all right, title, and interest, including all related Intellectual Property Rights, in and to the Feedback and any modifications to, or derivative works of, the Services and the AutoPoint Technology. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services, the AutoPoint Technology or the Intellectual Property Rights owned by AutoPoint or its licensors, where applicable. The AutoPoint name, the AutoPoint logo, and the product names associated with the Services are trademarks of AutoPoint or third parties, and no right or license is

granted to use them. Other trademarks, logos, and trade names that may appear on the Services are the property of their respective owners. AutoPoint reserves to itself all rights in and to the Services and AutoPoint Technology not expressly granted to Customer in accordance with this Agreement.

- B. Customer retains all ownership of Customer Record that Customer submits to the Services in the course of this Agreement. Customer, not AutoPoint, has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership and right to use all Customer Record. Customer shall ensure that it and AutoPoint has the right to use Customer Record as contemplated by this Agreement, and Customer hereby grants to AutoPoint and/or its approved vendor(s) the right to extract, use, display, and distribute all Customer Record for the purposes set forth in this Agreement. AutoPoint may transmit Customer Record it receives from Customer to a third party in order for that third party to provide necessary services to AutoPoint in connection with the Services. Customer grants to AutoPoint an irrevocable, non-exclusive, royalty-free, fully paid up, perpetual, worldwide license, with the right to sublicense, use, reproduce, publish, distribute, perform, and display User statistical information and Customer Record such as usage, traffic patterns, or User activities to third parties, but such Customer Record will be limited to Anonymized Data. AutoPoint may access Customer Record to service or respond to technical issues with the Services.

7. DISPUTE RESOLUTION

In the event of any dispute regarding any right or obligation under this Agreement, the aggrieved party shall notify the other party in writing describing the dispute (“Notice of Dispute”). Upon receipt of the Notice of Dispute, the Parties shall arrange a meeting between their representatives. Over a period not to exceed ten (10) business days after receipt of Notice of Dispute (“Period”), the Parties shall engage in good faith negotiations to resolve such dispute. If the Parties’ representatives are unable to resolve the dispute at such meetings during the Period, then each Party may seek any remedies available to it in law or equity. Notwithstanding the foregoing, either Party may seek injunctive relief at any time. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

8. GENERAL RELATIONSHIP

In all matters relating to the Agreement, AutoPoint shall be acting as an independent contractor. Neither AutoPoint nor employees of AutoPoint, if any, are employees of Customer or its parent or affiliated companies, under the meaning or application of any federal or state unemployment laws, insurance laws, workers’ compensation laws, or otherwise. AutoPoint shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of AutoPoint, if any, in the performance of the Agreement. AutoPoint shall not have any authority to assume or create any obligation, express or implied, on behalf of Customer, and AutoPoint shall have no authority to represent itself as an agent, employee, or in any other capacity of Customer.

9. WARRANTIES AND REPRESENTATIONS

- A. UNLESS OTHERWISE STATED HEREIN, AUTOPOINT OFFERS SERVICES AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCES OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO CUSTOMER.
- B. EACH PARTY REPRESENTS AND WARRANTS THAT (I) IT HAS THE LEGAL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO PERFORM ALL OF ITS OBLIGATIONS UNDER THIS AGREEMENT, AND (II) ITS ENTRANCE INTO THIS AGREEMENT DOES NOT VIOLATE ANY AGREEMENT BETWEEN SUCH PARTY AND ANY THIRD PARTY.
- C. AUTOPOINT WARRANTS THAT THE SERVICES WILL SUBSTANTIALLY CONFORM TO THEIR DESIGN SPECIFICATIONS AS REPRESENTED IN THE APPLICABLE DOCUMENTATION UNDER NORMAL USE AND CIRCUMSTANCES. THIS WARRANTY SHALL NOT EXTEND TO ANY ITEMS WHICH HAVE BEEN ALTERED, CHANGED OR MODIFIED IN ANY WAY WITHOUT AUTOPOINT'S PRIOR WRITTEN CONSENT IN EACH INSTANCE. AUTOPOINT DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR CONSISTENTLY AT OPTIMAL SPEED.
- D. AUTOPOINT WILL NOT BE LIABLE TO CUSTOMER FOR OR DUE TO UNFORSEEABLE AND REASONABLY UNPREVENTABLE INTERRUPTIONS OR DEGRADATIONS OF SERVICES, LACK OF INTERNET CAPACITY, DEFICIENCIES OR INSTABILITY OF INTERNET SYSTEMS AND SERVICES PROVIDERS, OR INTERCEPTION OF DATA THROUGH THE INTERNET BY THIRD PARTIES.

10. COMPLIANCE

Customer on behalf of itself and its Users and assigns takes full responsibility for:

- A. Ensuring that consumers contacted using the Services, either by AutoPoint on behalf of Customer or by Customer, have provided and not revoked lawful consents and permissions for such communications.
- B. Compliance with all applicable current and future federal, state, provincial, county and municipal advertising/marketing laws and regulations for all communications, including but not limited to the CAN-SPAM Act; Telephone Consumer Protection Act; Canada's Anti-Spam Legislation; FTC, FCC, CRTC and Privacy Commissioner regulations; laws and regulations governing print, email and/or online digital advertising of automotive sales and/or repair services; consumer protection laws and regulations; any laws governing the transfer of personal and other data from Canada to the United States; and governmental

regulations affecting Customer's business, including any use Customer may make of the Services to assist Customer in complying with such laws and governmental regulations. AutoPoint and its suppliers have no responsibility relating thereto (including, without limitation, advising Customer of Customer's responsibility in complying with any current or future laws or governmental regulations affecting Customer's business). In no event shall Customer rely solely on Customer's use of the Services in complying with any laws and governmental regulations.

- C. All obligations related to custom campaigns and On Demand online orders, including but not limited to, selection, use of or approval of: (i) a campaign template, an offer, the delivery channel(s), the number of mail pieces (if applicable), costs/fees/budgets, final customer list, coupons, offer text and disclaimers.
- D. Customer will maintain and abide by a legally sufficient privacy policy that is consistent with applicable laws. At a minimum, Customer's privacy policy must be consistent with industry standards which shall disclose and obtain any required consents for data use, data transfer to the United States, collection and retention practices and must provide a means of opting out, as applicable. In the case of online marketing (Facebook, Targeted Display Marketing, etc.), Customer will also follow the Notice and Choice Provisions of the NAI Principles found at www.networkadvertising.org and all compulsory industry self-regulations.

11. INDEMNIFICATION

- A. Customer, including any of its parent organizations, subsidiaries, and other affiliates, shall indemnify and hold harmless (and, if requested by AutoPoint, defend) AutoPoint, its parent organizations, subsidiaries, other corporate affiliates, and licensors, and its respective officers, directors, employees, attorneys and agents, from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) any claim alleging that transmission, storage, or other use of a Customer Record infringes the rights of, or has caused harm to, a third party; or (ii) a claim alleging or based upon any facts that, if true, would constitute a violation by Customer of this Agreement.

If AutoPoint requests that Customer defends AutoPoint, AutoPoint will (i) give Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally releases AutoPoint of all liability and such settlement does not affect AutoPoint's business, the Services, or any of its other products or services); and (ii) provide reasonable information and assistance in connection with the defense and settlement of the claim.

- B. AutoPoint, including any of its parent organizations, subsidiaries, and other affiliates shall defend and hold harmless Customer against all damages and costs which may be finally assessed in any claim that AutoPoint developed Services infringe any U.S. patent, copyright or trade secret, provided that Customer shall give prompt written notice to AutoPoint of any such claim, shall cooperate fully with AutoPoint, and that AutoPoint shall take over, settle, or defend such claim under AutoPoint's sole direction and at AutoPoint's

expense. If the Services are found to constitute an infringement and the use of the Services is enjoined, AutoPoint, at its option and expense shall either: (i) replace or modify the Services with a non-infringing product; (ii) produce for the Customer the right to continue to use the AutoPoint Website or Services; or (iii) grant the Customer the option to terminate this Agreement. With respect to Software not developed by AutoPoint, to the extent permitted under AutoPoint's agreements with licensors of the non-AutoPoint developed Software, AutoPoint will pass on to Customer the non-AutoPoint developed Software licensors' proprietary rights infringement indemnification obligations; provided, however that non-AutoPoint developed Software licensors shall be fully responsible for the payment of any award under the terms of their agreements with AutoPoint and that AutoPoint shall not have any responsibility relating thereto. The foregoing remedies shall not be available to Customer if an alleged infringement results from, or is based upon, the use of the Services in combination with any other services or products not licensed by AutoPoint to Customer.

12. ATTORNEYS' FEES AND COSTS

In any legal action commenced hereunder, the non-prevailing Party in such action shall pay all reasonable court costs and attorneys' fees of the prevailing Party.

13. LIMITATIONS OF LIABILITY

- A. AutoPoint's sole liability to Customer or any third party for claims, notwithstanding the form of such claims (e.g. contract, negligence or otherwise), arising out of: (i) the unavailability of the Services; (ii) the interruption in or delay of the Services; or (iii) errors or omissions in the Services provided or to be provided by AutoPoint hereunder shall be to use commercially reasonable efforts to make the Services available as soon as reasonably practicable.
- B. AutoPoint shall not have any liability under this Agreement for any money damages resulting from claims made by Customer or any third party for any and all causes covered by Paragraph 13(A) above. AutoPoint's sole liability under this Agreement for money damages resulting from claims made by Customer or any third party arising from or related to any and all causes not covered by Paragraph 13(A) above shall be limited to the lesser of: (i) the amount of actual damages incurred by Customer; or (ii) an amount which will not exceed three months average total monthly charges paid by Customer for the particular service as to which Customer's claim relates during the twelve (12) months preceding the month in which the damage or injury is alleged to have occurred, or such lesser number of months if Customer has not received twelve (12) months Access and use of the Services. Such damages shall be the full extent of AutoPoint's monetary liability under this Agreement regardless of the form in which any such legal or equitable claim or action may be asserted against AutoPoint and shall constitute Customer's sole monetary remedy.
- C. AutoPoint shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement resulting directly or indirectly from any cause beyond AutoPoint's reasonable control.

- D. IN NO EVENT WILL AUTOPOINT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CUSTOMER MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF AUTOPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. EARLY TERMINATION/DEFAULT; REMEDIES UPON EARLY TERMINATION/DEFAULT

- A. AutoPoint, in its sole discretion, may terminate, suspend, or otherwise restrict Customer's Access Information or use of the Services if Customer breaches its covenants, representations, or warranties in this Agreement. Customer shall have 30 days following receipt of written notice by AutoPoint to cure any breach before AutoPoint may terminate the Agreement. Past due invoices are subject to a late fee of \$25.00 and finance charges of 1.5% per month (compounded daily) on any balance more than 30 days past due, or the maximum permitted by law, whichever is less, plus all reasonable costs and expenses incurred (including reasonable attorney Fees) in collecting past due amounts. Upon termination of this Agreement for cause by AutoPoint, if Customer has not paid all Fees for the then-current Subscription Term, Customer agrees to pay the sum of any unbilled Fees from the then-current Subscription Term, in addition to any unpaid balances at the time of termination of this Agreement.
- B. Customer may terminate this Agreement for cause and receive a refund of any amount prepaid for monthly recurring service charges for any time period after Customer's termination date. For the purposes of this section, "cause" will mean (i) a material breach of any of AutoPoint's obligations under this Agreement, or (ii) a modification or change to the Services or this Agreement which materially and adversely affects Customer, provided that in no case may Customer terminate for cause unless you have given AutoPoint no less than 30 days' notice of your intent to terminate and Customer determines in good faith that AutoPoint has failed to resolve its concerns within those 30 days.
- C. Should Customer: (i) default in the payment of any sum of money due hereunder; (ii) default in the performance of any other of its obligations under this Agreement; or (iii) commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act or become insolvent, or if any substantial part of Customer's property becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, then, in any such event, AutoPoint, at its option, may, upon written notice thereof: (a) terminate this Agreement; (b) declare all amounts due and to become due hereunder immediately due and payable; (c) pay all collection agency fees, expenses and other costs of collection, including reasonable attorney fees and costs which may be incurred by AutoPoint in pursuing and collecting payment, (d) demand that Customer (and Customer will) return any or all portions of the Services the AutoPoint Confidential Information, and any Access Information resident in Customer's computer memory with a certificate to that effect issued by an officer of Customer; (e) demand that Customer immediately cease Access to and use of the Services and AutoPoint Website; and/or (f) terminate all of Customer's rights relating to the Services. The remedies

contained in this Paragraph 14 are cumulative and in addition to all other rights and remedies available to AutoPoint under this Agreement, by operation of law or otherwise.

15. FORCE MAJEURE

Neither Party will be in default of any obligation under this Agreement (other than payment obligations) to the extent that its failure to perform is caused solely by conditions beyond that Party's reasonable control, such as acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements that prevent or prohibit AutoPoint from providing Services.

16. NO WAIVER

No delay or failure to exercise any right, power or privilege afforded under this Agreement shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege afforded by this Agreement.

17. GOVERNING LAW

This Agreement and any disputes arising hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Utah, without regard to its conflict of laws principles. Any dispute under this Agreement shall be brought exclusively in the state and federal courts within Salt Lake County, State of Utah. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of such courts. Each Party specifically waives any right to trial by jury in any court in connection with any action or litigation. Any cause of action arising out of or related to this Agreement must be brought within one (1) year after the cause of action arose; otherwise, such cause of action will be permanently barred.

18. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remaining provisions will remain in effect and the parties will negotiate in good faith a substantively comparable enforceable provision to replace the unenforceable provision.

19. MISCELLANEOUS

- A. Customer has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire Agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject

matter. This Agreement shall not be modified in any way except by a writing signed by both parties.

- B. A breach of any provision of this Agreement may cause AutoPoint irreparable injury and damage and therefore may be enjoined through injunctive proceedings in addition to any other rights or remedies which may be available to AutoPoint at law or in equity.
- C. If any provision of the Agreement (or portion thereof) is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.
- D. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.
- E. All notices shall be in writing and shall be forwarded by registered or certified mail and sent to Customer at the addresses set forth on the Master Subscription Agreement. Any notice to AutoPoint shall be sent to 10808 S. River Front Parkway, Suite 500, South Jordan, Utah 84095 and shall include a copy to the Legal Department, Attention: General Counsel at 1301 Solana Blvd., Bldg. 2, Suite 2100, Westlake, Texas 76262.
- F. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of AutoPoint. AutoPoint shall have the right, without notice to or consent of Customer, to assign, transfer, pledge or otherwise dispose of this Agreement to one or more assignees. Each assignee shall have all of the rights but none of the obligations of AutoPoint under this Agreement. In the event of any such assignment by AutoPoint, the right of the assignee to receive payments and other amounts payable hereunder as well as any other right of the assignee shall not be subject to any defense, set-off or counterclaim which Customer may have against AutoPoint or any other party. On receipt of notification of such assignment, Customer shall comply with the written directions or demands of such assignee and shall make all payments due hereunder as such assignee may direct in writing. This Agreement is binding upon and shall inure to the benefit of AutoPoint and Customer and their respective successors and permitted assigns.

DRIVER CONNECT ADDITIONAL TERMS AND CONDITIONS:

- A. Responsibilities of AutoPoint: AutoPoint shall, for the term of this Agreement, provide to Customer a limited, non-exclusive and non-transferrable license to use, access, and advertise a Customer branded version of AutoPoint Services ("Customer Branded Services"). AutoPoint will submit the Customer Branded Services application(s) to Apple, Inc. and/or Google Play, as applicable. In the event that either Apple, Inc. or Google Play requires Customer to establish a developer account, Customer will manage the responsibility accordingly. AutoPoint will provide technical assistance in set-up and ongoing usage. Upon enrollment of the Services, AutoPoint may deliver promotional email to consumers in the Dealer Management System ("DMS") or Point of Sale System ("POS") for an initial period of 65 days. All of the foregoing may be referred to herein as the "Services".
- B. Responsibilities of Customer: (i) Customer shall provide to AutoPoint no later than one (1) week following the execution of this Agreement the branding content required for the Customer Branded Services, as specified by AutoPoint. Customer will direct AutoPoint

or will have access to the Customer Branded Services to upload data, including but not limited to photos, and push-notification messaging (collectively "Content"). Customer accepts full responsibility for all Content loaded onto the Customer Branded Services by Customer and/or its dealers/stores and for any Content loaded by AutoPoint as directed by Customer and/or its dealers/stores, as well as usage of that Content via the Customer Branded Services, and (ii) To the extent applicable, establishment of an Apple Developer account by Customer, if required, is made for the sole purpose of meeting Apple Inc's developer account requirements and such account registration does not convey or transfer any ownership or intellectual property rights of AutoPoint Services, AutoPoint Technology, nor does it grant any additional license rights to Customer. Upon the establishment of an Apple Developer Account, Customer shall grant AutoPoint or AutoPoint's designated agent access to the Apple Developer Account(s) in order to publish Driver Connect updates as needed. For the avoidance of all doubt, the establishment of an Apple Developer account by Customer shall not grant Customer, by license or otherwise, the code, metadata, images, content, or other associated information or intellectual property used with Driver Connect and such shall at all times remain the sole and exclusive property of AutoPoint. Upon termination of the Agreement or related Services, Customer shall immediately terminate the Customer Developer Account used to run the Driver Connect application.

- C. Customization: Customer may request customization to Services, which may include but is not limited to; appointment scheduling tools owned by Customer or a third party vendor hired by Customer, access to finance tools or other Customer owned landing pages. The Customer shall be solely responsible for the collection, protection and safeguarding of personally identifiable or sensitive consumer data collected and transmitted as a result of any customization of Services. For the purpose of this Agreement, "Sensitive Information" is identified as consumer information which may include but is not limited to social security number, date of birth, driver's license number and other information as defined by federal and state laws and regulations.

AMENDMENTS

This Agreement may be amended, canceled or modified at the sole discretion of AutoPoint and Customer's continued use of Services shall represent Customer's consent to amended, canceled, or modified terms.

Last Revision Date: 7/9/19