

## CLUTCH PLATFORM

### ADDITIONAL TERMS AND CONDITIONS

These Clutch Platform Additional Terms and Conditions supplement the Cox Automotive Master Subscription Terms (the “**Master Subscription Terms**”), which are located at: <https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Master-Subscription-Terms.pdf>.

Product Descriptions: The Clutch Platform (“**Clutch Platform**”) is a suite of Cox Products which enables Customer to offer vehicles and related services to Consumers on a subscription basis and to manage the vehicle inventory efficiently. The Clutch Platform is described in more detail on the applicable Order Form. The specific Cox Products included within Customer’s Subscription to the Clutch Platform will be as set forth in the applicable Order Form.

#### Additional Terms and Conditions:

1. Definitions.

- (a) “**Customer Client**” means a client of Customer that has a subscription to one or more Individual Subscription Platform Products.
- (b) “**Individual Subscription Platform Product**” means an individual Cox Product offered within the Clutch Platform.
- (c) “**Inventory**” means the vehicles of Customer that are available for use by the Customer Clients in conjunction with their use of the Individual Subscription Platform Products on a subscription basis.
- (d) “**Pass Through Charges**” means any costs incurred from third parties as a result of the Customer Client’s use of a vehicle, such as the cost to replace fuel used, toll fees and fines for parking and traffic offenses.
- (e) “**Rooftop**” refers to a unique dealer location, tied to a unique physical address
- (f) “**Securelink**” refers to a web-based capability in which a consumer may enter credit card information that is tokenized and stored for charging customers at a later time.

2. Customer Clients. Customer acknowledges and agrees that (a) Customer Clients will be required to register via an online process, which process will include the Customer Client entering into a subscriber agreement on a form reasonably acceptable to Cox with the Customer; and (b) Customer will prepare as soon as reasonably practicable a proposal of commercially reasonable terms for inclusion in such subscriber agreement outlining parameters and/or requirements of Customer Clients. The Parties will work in good faith to ensure that adequate protections are afforded to both Parties and included in the final form of the subscriber agreement. Customer shall not, without the prior written consent of Clutch, (i) make any changes or modifications to the agreed final form of the subscription agreement or (ii) materially modify its data practices or its privacy policy with respect to Consumer Information.

3. Cooperation. Clutch and Customer will cooperate with each other in good faith to deploy the Individual Subscription Platform Products for use by Customer Clients within thirty (30) days

following the Activation Date. Clutch and Customer will each appoint a single point of contact for handling ongoing support and escalation of any questions or issues that may arise during the Subscription Term.

4. Clutch Obligations. Clutch agrees:

- (a) To provide support to Customer Clients on the Individual Subscription Platform Products;
- (b) To train Customer Personnel on the Clutch Platform as necessary to deliver Customer's products running on the Clutch Platform and/or to provide support to its Customer Clients; and
- (c) To assist Customer as necessary in the development of go-to-market plans supporting the successful launch of Individual Subscription Platform Products running on the Clutch Platform.

5. Customer Obligations. Customer agrees:

- (a) To source, own, manage and maintain a shared vehicle fleet for purposes of delivering the Individual Subscription Platform Products on the Clutch Platform to Customer Clients;
- (b) To promote and market the Clutch Platform as mutually agreed upon by both Clutch and Customer;
- (c) To develop marketing materials and creating assets (e.g., image files) for use in the Clutch Platform;
- (d) To ensure that the Clutch Platform is supported, and that Customer Personnel are able to deliver the Clutch Offerings to Customer Clients;
- (e) To share with Clutch the subscription financial performance data relating to Customer Clients' use of the Clutch Platform and obtaining any consents necessary to provide such information to Clutch; and
- (f) To reimburse Clutch for the cost of replacing any vehicle data capture device that is lost or damaged and the cost of shipping the replacement device to Customer.

6. Representations and Warranties. Customer represents and warrants to Clutch that:

- (a) Customer has (and shall at all times retain) all the necessary rights in the Inventory to authorize its use by Customer Clients for the purposes contemplated hereunder;
- (b) Customer has (and shall at all times keep current) all the necessary regulatory permissions and licenses for providing the services contemplated hereunder and under the subscriber agreement and shall comply with all applicable Laws in connection therewith;
- (c) The Inventory is insured and shall remain insured with reputable carriers in amounts that are consistent with industry standards and best practices; and
- (d) Each vehicle in the Inventory is and shall remain in good working order.

7. Stripe.
- (a) Subscription to the Clutch Platform requires that Customer have an account with a Third Party Licensor, Stripe, Inc. (“Stripe”), that is connected to the Clutch Platform via Stripe Connect. Customer expressly indicates its acceptance of and agreement to comply with the Stripe Connected Account Agreement set forth in this link (<https://stripe.com/us/connect-account/legal>). Customer hereby authorizes Clutch to initiate actions to be submitted or performed on behalf of Customer via Stripe Connect in accordance with this Agreement and the Stripe Connected Account Agreement, including for Clutch to deduct Pass Through Charges directly via Stripe Connect, and to use any Customer Data or Consumer Information obtained through or used with Stripe Connect in connection with the Clutch Platform for the purposes contemplated by this Agreement. Customer acknowledges and agrees that Clutch does not store, process or retain any Consumer Information, including any cardholder information or data, and that such functions will be performed solely by Stripe.
  - (b) As between Customer and Clutch, (i) Customer is solely responsible and liable to Stripe and any Third Parties, including its Customer Clients, for its use of any services offered by Stripe (including Stripe Connect); and (2) Clutch shall not be responsible or liable to Customer, Customer Clients, or any Third Party, with respect to the loss, destruction, or unauthorized access to or use of any Customer Data (including any Consumer Information) in connection with any malfunction, defect or security failure occurring within Stripe Connect or other Stripe services.
8. **Processing Fees.** Customer shall be responsible for any payment processing fees incurred by Clutch Payments from the Clutch payment gateway vendor Strip Connect. The payment methods supported include credit cards and debit cards. Processing fees are deducted from each payment before the proceeds are remitted to Client’s Clutch Payments account. The costs of payment processing vary depending on the payment method used (credit or debit card) and on the specific card utilized by Customer. A pricing schedule is provided on Schedule A, attached hereto.
9. Disclaimers. Customer is solely responsible for, and Clutch shall have no liability for:
- (a) Any loss of, or damage to, any goods in or on any of Customer’s Inventory or in or on any vehicle;
  - (b) Any loss, damage, injury or death in relation to a Customer Client or any Third Party arising from the use of Customer’s Inventory;
  - (c) Any loss or damage incurred by a Customer Client, any primary or secondary driver, or any passenger as a result of any claims made by a Third Party;
  - (d) Any loss or damage incurred by Customer Client, any primary or secondary driver, any passenger or any other third party arising from or in relation to either (i) the non-availability, supply, operation or use of Customer’s Inventory or (ii) any accessories in or to Customer’s Inventory, whether supplied by Customer or Customer Client (e.g., luggage racks, bicycle racks, baby seats).
10. Indemnification. In addition to Customer’s indemnifications set forth in Section 9.2 of the Master Subscription Terms, Customer will indemnify and defend Clutch and its Affiliates against any damages, losses, costs and expenses (including reasonable attorneys’ fees, court costs, settlement

costs and awarded amounts) incurred in connection with any Third Party claim to the extent that such claim arises from (a) any claim related to the Customer's Inventory including, but not limited to, relating to availability, damage, loss or defect thereof;(b) any claim related to a dispute between Customer and its Customer Clients; and (c) any claim related to the use of Stripe.

11. Terms and Conditions Applicable to Connected Vehicle. For Customers utilizing the Connected Vehicle Ignition Inhibitor Relay functionality, the following terms apply:

- (a) Customer will have sole discretion when enabling the on/off relay feature of the Ignition Inhibitor Relay and will be solely responsible for entering such requests into the Clutch Platform. Customer will indemnify, defend and hold harmless Clutch and any of its Affiliates against any liabilities, claims, damages, judgments, costs or expenses (including, without limitation, court costs, attorneys' fees, consultants' fees and experts' fees), of any kind or nature whatsoever related to Customer's use of the on/off relay feature of the telematics device and/or Customer's disabling of any vehicle using the same.
- (b) Customer will rent both the OBD-II Telematics Devices and Ignition Inhibitor Relay switch each month from Clutch as provided on the applicable Order Form. Customer will be solely responsible for the installation and maintenance of such OBD-II Devices and Ignition Inhibitor Relay and shall pay all fees related to the same. Clutch may recommend a vendor to provide such installation but shall not be responsible or liable for the actions of such third party vendor. Clutch will have no responsibility or liability for the functionality of the OBD-II Device and Ignition Inhibitor Relay once installed, and will only be responsible for the Clutch Platform functionalities utilized by the Customer to engage the OBD-II Device and/or the Ignition Inhibitor Relay.
- (c) Customer will use best efforts to refrain from utilizing the ignition inhibitor function for any electric vehicles that idle or stop when temporarily stopped, as it could cause the device to disable a vehicle while the vehicle is still traveling.

## Schedule A

### Payment Processing Fees

**Payment Processing Fees:** Clutch will apply the fees set out below<sup>1</sup>. Fees are deducted from amounts processed by Clutch, or from the relevant Clutch Payments account balance. By default, any charge made on behalf of Client accumulates in Client's payments account balance and is paid out to the associated bank account.

<b>Card Fees associated with payment card requests includes consumer and commercial credit and debit cards (e.g. VISA, Mastercard, Discover, AMEX)</b>	
<p style="text-align: center;"><b><u>2.75%</u></b> of Transaction Amount <b><u>\$0.30</u></b> plus per Payment Card Request<sup>2</sup></p> <p><i>Ex: A customer returns a loaner with 5 fewer gallons of fuel than when they received the vehicle. The customer is charged \$20. Two days later, Client is reimbursed the \$20 charge minus a transaction fee of \$0.85, or \$19.15.</i></p> <p style="text-align: center;"><b>Card Validation <u>\$0.10</u></b></p> <p><i>Card validation stores a credit card and validates that card. This helps mitigate fraud and card declines on future transactions.</i></p>	
<b>Additional services offered by Clutch's Payment Processor, Stripe Connect.<sup>3</sup></b>	
<b>Disputes</b> <i>In the event of a dispute (also known as a chargeback), the card issuer will reverse the payment. The payment amount and dispute fee will be deducted from Client's account balance. If a dispute is successfully challenged through the issuer's dispute resolution process, the payment amount and dispute fee will be returned to Client. Client is responsible for challenging and/or resolving disputes.</i>	<b>\$15</b> per disputed payment

<sup>[1]</sup> With the mutual consent of both parties, Clutch may adjust fees and fee structure based on actual rates and card mix in the event the mix is materially different than other Clutch clients or the fees levied by Clutch's payment processor, Stripe Connect, change. If mutual consent is not reached, Clutch or Client may terminate the Agreement.

<sup>[2]</sup> A "Payment Card Request" occurs when a request is submitted to Clutch Payments including a pre-authorization, void, balance inquiry, charge, chargeback, re-presentment or reversal.

<sup>[3]</sup> Additional foreign/international fees apply with international currencies and international account transfers.

**Best practices:** We've compiled the following best practices to help you operate as a secure, efficient, and reliable merchant:

**1. Validate a customer's credit card before they leave the shop**

Validating a card either at the time of capture or through a pre-authorization will help ensure that the card is valid **before** you make a charge. Doing so will not only help you mitigate fraud and prevent payment card declines, but will also save you time and money chasing down a valid payment method for a customer who has already left the shop.

**2. Place a hold on the customer's credit card before each booking**

Placing a hold on the customer's card for each booking ensures that the card on file is good for at least the amount you authorize. If charges are incurred throughout the duration of a booking, they will be captured up to the pre-authorization amount without any additional payment card requests. This practice not only helps prevent payment card declines, but can also decrease the number of individual payment card requests that you issue.