

## **Attribution Program Terms and Conditions for Dealerships**

Dealership's participation in the Cox Corporate Services, LLC ("**Cox**") attribution program ("**Program**") is subject to these Attribution Program Terms and Conditions for Dealerships and any terms and conditions set forth on the applicable Participation Form (collectively, the "**Agreement**"), under which Dealership may participate in the Program. Please read the Agreement (including the Participation Form) carefully. By accepting the Agreement, the individual signing or clicking a box on the Participation Form indicating acceptance, represents that he or she is authorized by Dealership to bind, and thereby agrees to bind, Dealership to the Agreement. If Dealership does not accept the Agreement, or if the individual signing or accepting the Participation Form is not authorized to bind Dealership to the Agreement, then Dealership is not permitted to, nor shall it, use or access the Cox Service. Capitalized terms not defined in the Recitals or body of the Agreement will have the meaning set forth in Section 1 (Definitions).

### **RECITALS**

**WHEREAS**, Cox intends to provide a service ("**Cox Service**") designed to correlate Cox's Analytics Data with certain Dealership Data and/or OEM Data in order to provide Dealership and/or OEM with anonymous and aggregated data, reports and analytics with respect to the attribution of certain Analytics Data to certain OEM Data and/or Dealership Data ("**Insights**");

**WHEREAS**, Dealership wishes to receive outcome-based Insights from the Cox Service to help it better understand its return on investment (ROI) from its spending on certain Cox products and services;

**WHEREAS**, any association of Analytics Data, OEM Data and/or Dealership Data under the Agreement will be: (i) solely via anonymous identity keys ("**Identity Key**") in a manner designed to avoid identifying individual consumers, and (ii) performed by a Third Party vendor engaged by Cox ("**Identity Key Vendor**");

**WHEREAS**, Dealership Data will be made available to Cox on a mutually agreed upon schedule via Dealership's file transfer protocol ("**FTP**") server, via data upload by Dealership personnel to Cox's systems, or by other means as may be mutually agreed by the Parties; and

**WHEREAS**, Dealership desires to participate in the Program as described in the Agreement.

### **AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, Dealership and Cox agree as follows:

#### **1. DEFINITIONS.**

1.1. "**Affiliate**" means a business entity that, directly or indirectly, controls, is controlled by, or is under common control with, another business entity. For purposes of this definition only, the term "**control**" means legal, beneficial, or equitable ownership, directly or indirectly, of a business entity.

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1.2. “**Confidential Information**” means non-public information that a Disclosing Party provides to the Receiving Party during the Term that is identified in writing at the time of disclosure as confidential or that the Receiving Party knows is considered confidential by the Disclosing Party, given the nature of the information disclosed and the circumstances of such disclosure. Without limiting the generality of the foregoing, Confidential Information includes all Dealership Data.

1.3. “**Dealership**” means an OEM-authorized motor vehicle dealership franchisee that enters into a Participation Form, thereby becoming a Party to the Agreement.

1.4. “**Dealership Data**” means data uploaded or otherwise supplied by Dealership to Cox hereunder (solely in accordance with Cox’s then-current Program specifications, which Cox may update from time to time in its discretion) that the Cox Service may access, process, store, transmit, use and/or transmit to an Identity Key Vendor (solely in accordance with the Agreement) and which may be used in conjunction with Analytics Data, OEM Data and the Cox Service.

1.5. “**Disclosing Party**” means a Party that provides Confidential Information to the Receiving Party hereunder.

1.6. “**Feedback**” means any suggestions, enhancement requests, recommendations or other feedback provided by Dealership, including its Personnel, relating to the Cox Service.

1.7. “**Force Majeure Event**” means a circumstance whereby a Party’s delay in performing its obligations hereunder is due to causes beyond such Party’s reasonable control, including acts of God, acts of war, acts of a public enemy, labor disruptions affecting employers generally, acts of any federal, state, provincial, or other political division (including passage of laws), terrorism, riots, civil disorders, epidemics, theft, quarantine restrictions, internet or other service disruptions involving hardware, software or power systems not within such Party’s possession or reasonable control.

1.8. “**Including**” means “including, without limitation.”

1.9. “**Intellectual Property**” means anything that is or could be protected by the intellectual property laws of the United States or of any other country, including laws relating to patents, trademarks, copyright or trade secrets; and “**Intellectual Property Rights**” means any patents, copyrights, trademarks, service marks, trade names, domain name rights and trade secret rights, internationally.

1.10. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses, spyware, time locks and other harmful or malicious code, files, scripts, agents, programs or other technology intended to disrupt, impede, interfere with, disable, or otherwise harm the operation of any system or device, including computer instructions or other technological means whose purpose or effect is to disrupt, damage, extract information or data from or interfere with Identity Key Vendor’s, Cox’s or its Affiliates computers, systems, software services, websites, communications facilities or equipment and their use.

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1.11. **“OEM”** means the motor vehicle original equipment manufacturer, to which Dealership is an authorized dealership franchisee (i.e., that has one or more agreements in place with Dealership). Cox is responsible for obtaining appropriate consents, licenses, releases and/or agreements from such OEM for any OEM Data that Cox may use in connection with the Cox Service.

1.12. **“Participation Form”** means, as applicable, either a Cox-approved: (a) ordering document that is executed by Dealership, and/or (b) participation confirmation page displayed by or on behalf of Cox in connection with Dealership’s completion of Cox’s online Program participation process.

1.13. **“Party”** means Dealership or Cox, individually, as applicable; and **“Parties”** means Dealership and Cox, collectively.

1.14. **“Performance Data”** means performance, analytics and usage data collected, derived, generated or otherwise obtained by Cox, including anonymous consumer online activity and data (e.g., website visits, advertising impressions, referring sources, search terms, pixels, sessions, cookies, flash local storage objects, beacons, logs, and other web analytics data) across certain web properties (e.g., kbb.com, autotrader.com, dealer.com) of Cox and its Affiliates.

1.15. **“Personnel”** means agents, employees, officers, directors or contractors employed, engaged or appointed by Dealership or Cox, as reasonably applicable.

1.16. **“Privacy Laws”** means all applicable privacy laws and information security laws, and any other applicable federal, state, provincial or local laws, as they exist and are amended from time to time, relating to privacy, security, integrity, confidentiality, communications, data use, collection, processing and storage, spamming and other unsolicited communications.

1.17. **“Receiving Party”** means a Party that receives Confidential Information from the Disclosing Party hereunder.

1.18. **“Term”** means the Initial Term and any Renewal Term(s) of the Agreement, collectively.

1.19. **“Third Party”** means any entity or person that is neither a Party, nor an Affiliate of a Party.

## **2. LICENSE RIGHTS; RESTRICTIONS; OWNERSHIP.**

2.1. **Dealership Data.** Dealership grants to Cox and its Affiliates a non-exclusive, non-transferable, royalty-free, perpetual license to access, copy, process, display and make derivative works from Dealership Data, with a right to sublicense such Dealership Data to the applicable Identity Key Vendor, solely as described herein. Cox and its Affiliate may use the Dealership Data or information derived either in whole or in part from the Dealership Data for the following purposes only: (i) internal business purposes; (ii) insertion into the Cox Service; (iii) correlating Dealership Data with Analytics Data and/or OEM Data anonymously via the Identity Key for purposes of providing Insights via the Cox Service as contemplated herein; and

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(iv) improving and developing the Cox Service. Cox may not use the Dealership Data in any manner that would associate or identify the individual consumer to whom such data pertains or otherwise tie sales data of any individual customer to such individual's identity.

2.2. Feedback. Cox will have a royalty-free, fully paid, nonexclusive, perpetual, irrevocable, worldwide, transferable, and sublicensable license to use, copy, modify and distribute, including by incorporation into the Cox Service, any Feedback relating to the operation of the Cox Service.

2.3. Cox Service. Cox will provide the Insights to Dealership and/or OEM via the Cox Service. Dealership will be provided an access code ("**Access Code**") and a password ("**Password**") for use with the Cox Service. Dealership is prohibited from disclosing its Access Code and Password in any manner, except to those Personnel of Dealership who need access to the Insights. Dealership shall be responsible and liable for its Personnel's use of the Cox Service and compliance with the terms and conditions of the Agreement.

2.4. Restrictions Applicable to Dealership. Dealership shall not, nor shall it permit others, to: (i) use, copy, modify or distribute all or any part of the Cox Service; (ii) use the Cox Service for the benefit of any Third Party, (iii) introduce or transmit Malicious Code to the Cox Service; (iv) reverse engineer or decompile the Cox Service to determine the source code; or (v) share the Insights with any Third Party other than the applicable OEM.

2.5. Ownership/Title.

2.5.1. All right, title and interest in and to the Cox Service and any customizations, enhancements, modifications, improvements, derivations, extensions or other changes to the Cox Service, including all associated Intellectual Property Rights (collectively, the "**Cox Improvements**"), are and shall remain the exclusive property of Cox.

2.5.2. Cox retains ownership of the Cox Service, Cox Improvements, Performance Data and all copies thereof. Cox claims Intellectual Property Rights, as well as trade secret and confidential information protections, in the Cox Service and Performance Data as well as the way in which the Cox Service software, interfaces and database organizes, transmits, processes and/or stores data. Dealership releases any rights or interests it may now or hereafter have in the Cox Service, Performance Data or the organization, format and structure of the Cox Service that might result from Dealerships' contribution and additions to such, including with respect to Feedback.

2.5.3. As between the Parties, Dealership owns all right, title and interest in and to the Dealership Data

2.5.4. As between the parties, except with respect to Dealerships' right to use the Insights as contemplated herein, Cox owns all right, title and interest in and to the Insights, including Intellectual Property Rights.

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### **3. CONFIDENTIAL INFORMATION.**

3.1. Restrictions on Use of Confidential Information. The Receiving Party may only use the Confidential Information of the Disclosing Party for the purpose of fulfilling the Receiving Party's obligations or exercising the Receiving Party's rights under the Agreement. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party except to the Receiving Party's Personnel who require access to the Confidential Information to fulfill the Receiving Party's obligations or exercise the Receiving Party's rights under the Agreement and who are bound by obligations of confidentiality at least as protective of Confidential Information as these provisions. The Receiving Party will be responsible for any breach of this Section 3 by its Personnel. Neither Party will use a Disclosing Party's Confidential Information to develop products that may be the same as, similar to or competitive with the products or services of the Disclosing Party. For the avoidance of doubt, the Agreement is the Confidential Information of both Parties. All information related to the Cox Services, including its features, functionality and performance shall constitute Confidential Information of Cox.

3.2. Exclusions. Confidential Information will not include any information that: (i) was previously known to the Receiving Party without obligation of confidentiality prior to disclosure by the Disclosing Party, (ii) was developed independently by or for the Receiving Party without use of or access to the Disclosing Party's Confidential Information, (iii) was acquired by the Receiving Party without restriction on disclosure from a third party not under an obligation of confidentiality with respect to such information, or (iv) is or becomes available publicly through no breach of the Agreement by the Receiving Party. A disclosure of Confidential Information as required by order of a court or governmental agency or as otherwise required by law will not be a breach of the Agreement or a waiver of confidentiality for any other reason on condition that the Receiving Party provides the Disclosing Party with prior written notice of such required disclosure promptly to the extent permitted by law to allow the Disclosing Party to seek a protective order or otherwise prevent or limit the disclosure.

3.3. Standard of Care. The Receiving Party agrees to use at least the same care that it uses to protect its own confidential information of like importance but in no event less than reasonable care to prevent unauthorized dissemination or disclosure of the Disclosing Party's Confidential Information.

3.4. Confidentiality of Integrations. Neither Cox nor Dealership will publish, disclose or otherwise permit the disclosure of any information regarding the Program contemplated herein, without the consent of the other Party. Dealership will not permit access to the Cox Service by Third Parties (other than Dealership Personnel as may be reasonably required and permitted under the Agreement).

3.5. Notification in the Event of a Security Breach. Subject to requirements of law or actions of any regulatory or law enforcement authority that prohibits, restricts or delays a Party from doing so, each Party shall provide prompt written notice to the other Party in the event of any actual or reasonably-suspected security breach regarding Dealership Data related to the Agreement, which at the time of such actual or reasonably suspected breach was in the

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possession, custody or control of such Party. Disclosure notification under this Section 3.5 shall be made within forty-eight (48) hours following discovery of such actual or reasonably suspected breach. The disclosure notification shall describe, at a minimum, the scope of the actual or reasonably suspected Dealership Data breach and measures taken by the Party to restore the integrity, security and confidentiality of Dealership Data.

#### **4. REPRESENTATIONS, WARRANTIES AND DISCLAIMER.**

4.1. **Mutual.** Each Party represents and warrants to the other Party that it: (i) has the legal power to enter into and perform under the Agreement; (ii) has obtained and will maintain any and all consents, approvals, licenses or other authorizations necessary for the performance of its obligations hereunder; and (iii) will comply with all applicable laws and regulations in its performance hereunder, including Privacy Laws; and (iv) will make commercially reasonable efforts to ensure that any and all data provided by it to the other Party, including Dealership Data, will be kept true, accurate and complete, in all material respects, throughout the Term.

4.2. **Cox's Representations and Warranties to Dealership.** Cox represents and warrants to Dealership that: (i) it owns or otherwise has sufficient rights in and to the Cox Service to grant the rights and licenses granted herein; and (ii) it will maintain information security measures and reasonable physical, administrative and technical data protection safeguards consistent with applicable Privacy Laws and designed to ensure reasonable protection of Dealership Data, to include making reasonable efforts to protect the security and confidentiality of such Dealership Data against: (A) anticipated threats or hazards to the security or integrity of such information, and (B) unauthorized access to or use of Dealership Data. Dealership's sole remedy for breach of warranty under Sections 5.2(ii) is, at Cox's sole option, the repair of the Cox Service or termination of the Agreement.

4.3. **Dealership's Representations and Warranties.** Dealership represents and warrants to Cox that: (i) it owns or otherwise has all sufficient rights, permits, approvals, agreements, authorizations, licenses, clearances and consents to Dealership Data to grant the rights and licenses granted herein; (ii) the Dealership Data provided to Cox is and will remain free of Malicious Code; (iii) Dealership Data does not and will not (and Identity Key Vendor's, Cox's and its Affiliates' use thereof as permitted hereunder will not) infringe, misappropriate, or violate any Intellectual Property Rights or other rights of any Third Party; (iv) Identity Key Vendor's, Dealership's and its Affiliates' use of Dealership Data as permitted hereunder will not subject Identity Key Vendor, Cox or any of its Affiliates to any privacy policy (including any requirement to provide notice or attribution); and (v) Dealership Data was not created, collected or processed in any manner which violates any privacy policy or applicable laws and regulations; and (vi) if Dealership is part of a dealership group, Dealership: (A) will ensure that the confidentiality of Insights is maintained with respect to affiliated dealerships in such group that are not franchisees of OEM, and (B) shall be responsible and liable for its and its group's Personnel's use of the Cox Service and compliance with the terms and conditions of the Agreement.

4.4. **DISCLAIMERS.** THE COX SERVICE MAY CONTAIN DEFECTS AND ERRORS, AND IS ANTICIPATED TO UNDERGO RAPID ITERATION ON FEATURES AND FUNCTIONALITY. EXCEPT AS PROVIDED HEREIN, THE COX SERVICE WILL BE PROVIDED "AS IS" AND ON

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AN “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COX DOES NOT WARRANT THAT THE COX SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT SUCH OFFERINGS AND SERVICES WILL MEET THE DEALERSHIP’S SPECIFIC REQUIREMENTS.

### 5. TERM AND TERMINATION.

5.1. Term. The Agreement will commence on the Effective Date and continue for one (1) year from such Effective Date, unless earlier terminated by either Party as set forth herein (the “**Initial Term**”). Thereafter, the Agreement will renew automatically for successive one-year periods (each, a “**Renewal Term**”) unless earlier terminated by either Party as set forth herein.

5.2. Termination. Either Party may terminate the Agreement for any reason, or no reason, at any time upon thirty (30) days’ prior written notice to the other Party.

5.3. Effect of Termination. Any and all provisions in the Agreement which would reasonably be expected to be performed after the termination or expiration of the Agreement shall survive and be enforceable after such termination or expiration, including provisions relating to confidentiality, ownership, indemnification, limitations of liability, effects of termination, and governing law. Upon expiration or termination of the Agreement: (i) all rights and licenses granted hereunder to Dealership relating to the Cox Service shall immediately cease, and (ii) Dealership shall immediately stop and thereafter desist from using the Cox Service.

### 6. LIMITATION OF LIABILITY.

6.1. NEITHER PARTY HERETO NOR ITS PERSONNEL WILL BE LIABLE TO THE OTHER PARTY HERETO FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES.

6.2. SUBJECT TO SECTION 6.3, EACH PARTY’S MAXIMUM CUMULATIVE LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THE AGREEMENT (REGARDLESS OF THE FORM OF ACTION) WILL NOT EXCEED THE TOTAL AMOUNT OF \$1,000.

6.3. THE MONETARY CAP IN SECTION 6.2 ABOVE WILL NOT APPLY TO DIRECT DAMAGES ARISING OUT OF A PARTY’S (I) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT HEREUNDER, INCLUDING WITH RESPECT TO ANY BREACH OF CONFIDENTIALITY OR APPLICABLE PRIVACY LAWS; OR (II) INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7 (INDEMNIFICATION).

### 7. INDEMNIFICATION.

7.1. Indemnification Obligations. Each Party (the “**Indemnifying Party**”) will defend and indemnify the other Party and such other Party’s Personnel (collectively, the “**Indemnified Parties**”) against any liabilities, losses, damages and expenses (including reasonable attorneys

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fees) suffered or incurred by an Indemnified Party in connection with any claim, action or legal proceeding (each, a “**Claim**”) filed or made by any third party to the extent arising directly out of the Indemnifying Party's: (a) gross negligence or willful misconduct hereunder, or (b) breach of any of the Indemnifying Party's representations or warranties hereunder.

7.2. Indemnification Process. Each Indemnified Party will: (i) give prompt written notice to the Indemnifying Party of any Claim known to the Indemnified Party (provided that no failure to do so will relieve the Indemnifying Party of its indemnification obligations unless the Indemnifying Party is materially prejudiced thereby); (ii) give the Indemnifying Party sole control of the defense and settlement of such Claim (provided that the Indemnifying Party may not enter into any settlement that imposes a financial obligation on or otherwise adversely impacts any Indemnified Party without that Indemnified Party's prior written consent); and (iii) provide to the Indemnifying Party, at the Indemnifying Party's cost, all reasonable assistance requested by the Indemnifying Party. The Indemnifying Party's obligations hereunder are conditioned on the Indemnified Party's compliance with all of the foregoing.

### **8. ARBITRATION AND CLASS WAIVER.**

8.1. Arbitration. Dealership agrees to arbitrate any dispute or claim that it may have with Cox or its Affiliates that arises out of or relates in any way to the Agreement. Such arbitration will be final and binding. If Cox elects in its discretion to submit to arbitration any dispute or claim that it may have against Dealership, any such arbitration will be governed by the provisions of this Section 8.

8.2. Class Waiver. Any arbitration proceeding under this Section 8 will take place on an individual basis. Class arbitrations and class or representative proceedings of any kind are not permitted, and Dealership expressly waives its ability to participate in a class or representative proceeding against Cox or its Affiliates. If the arbitration clause is found inapplicable to Dealership's dispute with Cox, this class waiver will continue to apply in litigation. Dealership agrees that this class waiver is an essential element of the Agreement between Dealership and Cox and that this class waiver may not be severed. In the event that this class waiver is deemed invalid or unenforceable, then the entire agreement to arbitrate in this Section 8 will be null and void.

8.3. Arbitrator Authority. Any dispute or claim subject to arbitration pursuant to this Section 8 must be submitted to binding arbitration before a single arbitrator administered by JAMS pursuant to JAMS Streamlined Rules. The arbitrator will be bound by and will strictly enforce the Agreement between Dealership and Cox, including any limitations of liability contained herein, and may not limit, expand or otherwise modify any of the provisions of the foregoing. Any arbitration will be held in Atlanta, Georgia, unless otherwise agreed upon by the Parties in writing. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator will award the applicable Party any costs and fees to which it may be entitled under Section 7 in connection with any indemnification claim. Dealership agrees that its transactions with Cox evidence transactions in interstate commerce, and that the Federal Arbitration Act therefore governs the interpretation and



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enforcement of this Section 8 (notwithstanding the application of Georgia Law to any underlying claims). Dealership also agrees that this Section 8 survives any termination of the Agreement.

### 9. GENERAL.

9.1. Entire Agreement. The Agreement (i) embodies the final, complete and exclusive understanding between the Parties with respect to the subject matter hereof, (ii) replaces and supersedes all previous negotiations or agreements between the Parties, and (iii) may only be amended in a writing signed by each Party hereto.

9.2. Contact Persons and Notice. Each Party hereby designates the following Personnel to receive all notices to hereunder at: (i) with respect to Dealership, at the address set forth on the Participation Form, and (ii) with respect to Cox, at the address set forth below:

Cox Automotive, Inc.  
Attn: General Counsel  
6205 Peachtree Dunwoody Rd., 6<sup>th</sup> Floor  
Atlanta, GA 30328

Either party may change its contact Personnel and address by providing written notice to the other Party in compliance with the terms of this Section 8.2. All notices shall be in writing and shall be deemed given (i) upon receipt when delivered personally, (ii) upon written verification of receipt from overnight courier, or (iii) upon confirmation of receipt via emailed PDF by the Personnel specified as the receiving Party's contact Personnel.

9.3. Independent Contractors. The Parties hereto are and shall remain independent contractors and nothing herein shall be deemed to create any agency, Partnership or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party. Each Party is responsible for the actions and omissions of its Personnel as if such Personnel were parties to the Agreement in the same capacity as the Party employing such Personnel.

9.4. Publicity. Neither Party shall issue any press releases or announcements, or any marketing, advertising, or other promotional materials, related to the Agreement without the prior written approval of the other Party (email acceptable). Notwithstanding the foregoing, during the Term, Cox may include the Dealership's applicable trademarks and logos in form provided by Dealership (and Dealership shall provide such trademarks and logos in a reasonable electronic format for such use) in presentations, marketing materials, press releases, Program participants lists (including lists posted on Cox's websites and demonstration screen shots) as reasonably required to promote and distribute the Cox Service; provided that each trademark and logo is identical (except for sizing) to the copy provided by the Dealership. No other rights are granted to any trademark or logo of either Party hereunder except as the Parties agree in writing.

9.5. Non-Waiver and Severability. The failure of either Party to enforce a provision of the Agreement will not be deemed a waiver of such provision or of the right of such Party thereafter

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to enforce such provision. If any provision of the Agreement is held unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect and the Parties will negotiate in good faith a substitute valid and enforceable provision which most nearly gives effect to the Parties' intent in entering into the Agreement.

9.6. Headings. The headings and captions used in the Agreement are used for convenience only and are not to be considered in construing or interpreting the Agreement.

9.7. Counterparts. The Participation Form may be executed in counterparts, including email exchanges of scanned PDF copies.

9.8. Force Majeure. If and to the extent that a Party's performance of any of its obligations pursuant to the Agreement is prevented or delayed by a Force Majeure Event, then the non-performing Party will be excused for such non-performance of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided that such Party notifies the other Party promptly and uses commercially reasonable efforts to recommence performance as soon as reasonably practicable.

9.9. Assignment. Any assignment by either Party of its rights or obligations hereunder will be void without the non-assigning Party's prior written consent; provided, however, that either Party may assign and transfer the Agreement in its entirety to an acquirer of all or substantially all of the assigning Party's stock or assets or its operations related to the Agreement, whether via merger, asset sale or like transaction. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns, as applicable.

9.10. Choice of Law and Forum. Any disputes arising from or related to the Agreement will be governed and construed in accordance with the Laws of the State of Georgia, without regard to its conflict of Laws principles. Any action to enforce any arbitration proceeding, and any other legal action, suit or proceeding that is not otherwise subject to mandatory arbitration pursuant to Section 8 and arises under or relates to the Agreement will be filed exclusively in a state or federal court located in Fulton County, Georgia, and Dealership consents to such forum and irrevocably and unconditionally waives any objection to the laying of venue in such forum.