

MASTER DATA LICENSE AGREEMENT

This Master Data License Agreement (“**Master Data License**”), entered into by and between Cox Automotive, Inc., with offices at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328 (“**CAI**”), and Licensee (“**Licensee**”) identified in the Order Form, and shall be effective as of the date signed by CAI (“**Effective Date**”).

In addition to this Master Data License, the Licensed Data ordered pursuant to an Order Form may be subject to data-specific terms and conditions (“**Additional Terms**”), which can be found at the following link: <https://www.coxautoinc.com/terms/usa>. An Order Form may also incorporate by reference certain attachments (“**Attachments**”) that also govern it. All such Additional Terms and/or Attachments are deemed to be part of this Master Data License.

In consideration of the promises and mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS.**

1.1 “**Affiliate**” means any entity that directly or indirectly (through one or more intermediaries) Controls, is Controlled by, or is under common Control with CAI or Licensee.

1.2 “**Analytics Data**” means data, other than Licensed Data, that may be generated by CAI in connection with Licensee’s and (as applicable) Authorized Users’ access to and use of the Licensed Data, which may include log, performance, usage, referral, search term, pixel, session, cookie, flash local storage object, beacon, and other web analytics data.

1.3 “**Change of Control**” means the sale of all or substantially all the assets of Licensee; any merger, consolidation or acquisition of the Licensee with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Licensee in one or more related transactions.

1.4 “**Confidential Information**” means all information or materials provided or otherwise disclosed by or on behalf of the Disclosing Party to the Receiving Party, whether orally or in writing, that are designated as confidential or that reasonably should be understood to be confidential given the nature of the information disclosed and the circumstances of disclosure. CAI’s Confidential Information includes the Licensed Data, and all other information, whether tangible or intangible and in whatever form or medium and however disclosed, that is provided or otherwise communicated by CAI or its Affiliates to Licensee or its Affiliates, to the extent such information relates to the Licensed Data or otherwise to this Master Data License, or to any aspect of the business, operations, customers, contractors, distributors, supply chain, software, technology, marketing or financial condition of CAI or its Affiliates. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Receiving Party; (b) was rightfully in the possession of, or was rightfully known by the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (c) becomes available to the Receiving Party on a non-confidential basis from a source which is not, to the Receiving Party’s knowledge, prohibited from disclosing such information; (d) is developed independently by the Receiving Party; or (e) was generally made available to Third Parties by the Disclosing Party without restrictions similar to those imposed under this Master Data License.

1.5 “**Control**” means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity or the legal power to direct or cause the direction of the general management of such entity, whether by contract or otherwise.

1.6 “**Credentials**” means usernames, passwords and other log-in credentials that may be required to access or use Licensed Data.

1.7 “**Disclosing Party**” means the Party that provides Confidential Information (or on behalf of which Confidential Information is provided) to the Receiving Party in connection with this Master Data License.

1.8 “**Authorized User**” means a customer of Licensee that is a member of the automotive trade in CAI’s reasonable determination, and not a member of the general public, for example, an Authorized User is not permitted to be a retail consumer (or potential retail consumer).

1.9 “**including**” means “including, without limitation”.

1.10 “**Law**” means all applicable federal, state and local laws, regulations, rules, ordinances and other decrees of any governmental authority in the Territory.

1.11 “**License Fees**” or “**Fees**” means the license fees and any other amounts payable by Licensee as provided for in the applicable Order Form.

1.12 “**License Term**” or “**Term**” means, with respect to any Licensed Data, the license term set forth in the applicable Order Form covering such Licensed Data, together with any renewal license terms as may be provided for therein.

1.13 “**Licensed Data**” means the data to be made available to Licensee by CAI as specifically described in the applicable Additional Terms and Order Form.

1.14 “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

1.15 “**Marks**” means any name, logo, trademark or service mark of either Party, and in the case of CAI, including those of its Affiliates.

1.16 “**Party**” means Licensee or CAI, individually, as applicable; and “**Parties**” means Licensee and CAI, collectively.

1.17 “**Permitted Use**” means, with respect to any Licensed Data, the permitted uses specifically set forth in the applicable Additional Terms or Order Form for each of (a) Licensee and/or (b) Authorized Users.

1.18 “**Personnel**” means agents, employees, officers, directors or contractors employed, engaged or appointed by a Party hereunder.

1.19 “**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: (a) data privacy, security, integrity, confidentiality, communications, use, collection, processing and storage, and (b) spamming and other unsolicited communications, including, as applicable, the U.S. Gramm-Leach-Bliley Act of 1999 (e.g., 16 C.F.R. Part 313 (Privacy Rule) and 16 C.F.R. Part 314 (Safeguards Rule)), the U.S. Telephone Consumer Protection

Act of 1991 (TCPA), Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) and Canada's Anti-Spam Legislation (CASL).

1.20 “**Receiving Party**” means the Party that receives Confidential Information from the Disclosing Party in connection with this Master Data License.

1.21 “**Retention Period**” means, for any particular Licensed Data, the License Term plus a period of one (1) year thereafter.

1.22 “**Territory**” means the United States and/or Canada unless otherwise specified in any Order Form.

1.23 “**Third Party**” means an entity or person that is not a Party.

2. RIGHTS GRANTS.

2.1 Rights to Licensed Data.

- (a) Conditioned expressly on Licensee's compliance with this Master Data License (including, for clarity, any applicable Additional Terms or Order Form), CAI hereby grants to Licensee a limited, non-exclusive, revocable and non-transferable right and license during the applicable License Term to access and use Licensed Data solely for its Permitted Use, as provided for in any applicable Additional Terms and/or Order Form. The Licensed Data will be provided or made available to Licensee in the manner, format and frequency as may be set forth in the applicable Order Form, or (if not so set forth) as determined by CAI in its sole discretion.
- (b) For purposes of this Master Data License, Licensee shall be responsible for the acts and omissions of the Authorized Users (including their Personnel). As such, if any Authorized User (or its Personnel) fails to comply with any of the provisions herein, Licensee will be deemed to have so failed to comply. Licensee may not provide access to any Licensed Data to an Authorized User unless the Authorized User has agreed to terms and conditions with respect to such Authorized User's use of the Licensed Data that are at least as protective of CAI as those applicable to Authorized Users under this Master Data License, including any applicable Order Form.

2.2 Credentials. CAI will issue Credentials to Licensee, and Licensee will keep Credentials confidential and secure, and prevent such Credentials from being disclosed to or used by any person, system or party other than in accordance with this Master Data License and the applicable Order Form. Licensee shall immediately report in writing to CAI any unauthorized access to or use of any Credentials or the Licensed Data. Licensee will be responsible and liable for all actions taken through or under any Credentials issued to Licensee, whether such actions are taken by an authorized user, system or otherwise.

2.3 Licensed Data. Except for the rights expressly granted to Licensee (and, if applicable, Authorized Users) in Section 2.1, Licensee (and, if applicable Authorized Users) shall have no right, title or interest in or to the Licensed Data, or any technology, materials or intellectual property of CAI or its Affiliates (including APIs or other tools that may be made available hereunder to access the Licensed Data), and nothing in this Master Data License shall effect a transfer of any ownership or proprietary right from CAI or its Affiliates, on the one hand, to Licensee, Authorized Users or any other Third Party, on the

other hand. CAI shall retain all ownership and proprietary rights in and to the Licensed Data. If, at any time, Licensee becomes aware of any actual or potential infringement or unauthorized use or disclosure of any Licensed Data or any other violation or infringement of the intellectual property rights or other proprietary rights of CAI or its Affiliates, Licensee shall immediately notify CAI in writing.

2.4 Analytics Data. Licensee acknowledges and agrees that, as among the Parties and Authorized Users, CAI (along with its Affiliates) owns and has the right to freely use and disclose Analytics Data, provided that Analytics Data may not be disclosed in a manner that identifies, or could be used to identify, Licensee or Authorized Users, or otherwise associates Licensee or Authorized Users with such data.

3. **USE RESTRICTIONS**. Neither Licensee, Authorized Users (if applicable) nor any of its or their Personnel shall:

- (a) use any of the Licensed Data, or modify or create any derivative works of the Licensed Data, except and only to the extent as may be permitted in any applicable Order Form pursuant to the Permitted Use;
- (b) violate any Law or any intellectual property rights or other rights of any Third Party in connection with any use of or access to the Licensed Data;
- (c) challenge, cooperate with any Third Party in challenging, or do anything to assist any Third Party in challenging any right or interest that CAI or its Affiliates may have in or to any of the Licensed Data;
- (d) except in each case as may be expressly permitted in the applicable Order Form or Additional Terms pursuant to the Permitted Use:
 - (i) transfer, license, display, distribute, resell, commercialize or make available any of the Licensed Data in any form to any Third Party, or
 - (ii) access or use the Licensed Data for any purpose that is competitive with CAI or its Affiliates, or any products or services of CAI or its Affiliates, or for purposes of developing or promoting any competing product or service;
- (e) publish or publicly disclose the Licensed Data, including by placing any of the Licensed Data onto a server so that it is accessible to any Third Party or via a public network such as the Internet; or
- (f) use the Licensed Data for purposes of product evaluation, benchmarking or other comparative analysis without CAI's prior written consent.

The restrictions above also apply to any technology, materials or intellectual property provided to Licensee hereunder in connection with the Licensed Data (e.g., CAI application program interfaces). For purposes of clarity, unless expressly set forth otherwise in the applicable Additional Terms or Order Form, the rights and licenses granted to Licensee with respect to the Licensed Data shall extend to Licensee only, and not to any Affiliate or related party of Licensee.

4. TERM AND TERMINATION; SUSPENSION.

4.1 Term. This Master Data License shall commence on the Effective Date and, unless earlier terminated pursuant to Section 4.2, shall continue until the expiration or termination of all License Terms as set forth in the applicable Order Form.

4.2 Termination. In addition to any other rights or remedies that a Party may have hereunder or under any Law, all of which are expressly reserved, and subject to Section 4.4, below CAI and Licensee shall each have the right to terminate this Master Data License: (a) if the other Party commits a material breach of this Master Data License, and such breach has not been cured within fifteen (15) days after receiving written notice of such breach; or (b) upon the initiation of any bankruptcy, insolvency or other similar proceeding against the other Party or an entity that Controls the other Party. Either Party shall also have the right to terminate this Master Data License or any particular Additional Terms or Order Form at any time, with or without cause, (i) for CAI, upon thirty (30) days' prior written notice to the Licensee, or (ii) for Licensee, upon thirty (30) days' prior written notice to CAI upon the completion of the Initial Term, as defined in the Order Form. Additionally, CAI shall have the right to terminate this Agreement and/or any Order Form immediately in the event of a Change of Control. For purposes of clarity, (x) in the event of any termination of this Master Data License, each Order Form entered into by the Parties hereunder shall also terminate contemporaneously with the termination of this Master Data License; and (y) in the event that only a particular Order Form is terminated, this Master Data License and all other Order Forms will remain in effect.

4.3 Effect of Termination. Upon the end of a License Term, or any termination of this Master Data License or a particular Order Form:

- (a) CAI's obligation to provide access to the applicable Licensed Data (which, in the case of a termination of this Master Data License, is all Licensed Data) shall automatically terminate;
- (b) other than as set forth in any Additional Terms or Order Form, (i) all rights and licenses to the applicable Licensed Data granted to Licensee and Authorized Users hereunder shall terminate; and (ii) Licensee and Authorized Users shall immediately cease (and cause its Personnel to cease) any use or disclosure of the applicable Credentials and Licensed Data; and
- (c) Any unpaid License Fees with respect to the applicable Licensed Data will be immediately due and payable.

4.4 Temporary Suspension. CAI may at any time suspend Licensee's access to and use of the Licensed Data if CAI reasonably believes that such access or use presents a threat or harm to CAI or its other customers, including based on the acts or omissions of any particular Authorized Users. CAI will lift such suspension promptly after being reasonably assured that the threat or harm is no longer present.

5. LICENSE FEES AND PAYMENTS.

5.1 License Fees.

- (a) In exchange for the rights and licenses granted to Licensee hereunder, Licensee will pay to CAI (or the applicable CAI affiliate identified in the Order Form) the License Fees. Unless otherwise set forth in the applicable Order Form, (i) all License Fees are non-refundable and payable in United States Dollars; and (ii)

Licensee shall pay all License Fees owed to CAI within thirty (30) days of Licensee's receipt of the applicable invoice.

- (b) If CAI requires or permits payment via automated clearing house (ACH), Licensee acknowledges and agrees that the License Fees will be deducted from Licensee's bank account via ACH at the time the License Fee is incurred. Licensee hereby authorizes CAI (and/or its designee) to make such deductions.

5.2 Late Fees and Payment Disputes. CAI may charge interest on any payment not made when due at a rate equal to the lesser of one and one half percent (1.5%) per month, or the maximum rate allowed under applicable Law. Licensee will also be liable for all collection agency fees and reasonable attorneys' fees payable by CAI or its Affiliates in connection with enforcing Licensee's payment obligations. In the event of any dispute with respect to an invoice, Licensee must notify CAI in writing of, and provide a good faith basis for, such dispute within sixty (60) days of the date such amounts are due.

5.3 Taxes. Except for franchise taxes, commerce taxes, and taxes based upon the net income and personal property of CAI, Licensee will be solely responsible for any taxes or other assessments imposed by governmental authorities in connection with Licensee's (or Authorized Users') use of or access to any Licensed Data.

5.4 Fee Adjustments and Increases. CAI reserves the right to increase the License Fees at any time, but only once each calendar year, by providing written notice to Licensee at least forty-five (45) days in advance.

6. REPRESENTATIONS AND WARRANTIES.

6.1 By CAI. CAI represents and warrants to Licensee that:

- (a) CAI will comply at all times with all applicable Laws in connection with its making available the Licensed Data, including applicable Privacy Laws;
- (b) CAI is the owner and/or the licensee of all intellectual property rights in and to the Licensed Data, and has all necessary rights and licenses to fulfill its obligations and grant all rights granted to Licensee herein; and
- (c) CAI will use commercially reasonable efforts to avoid introducing any Malicious Code into the Licensed Data or other technology, materials or intellectual property made available to Licensee by CAI hereunder in connection with Licensee's use of the Licensed Data.

6.2 By Licensee. Licensee represents and warrants to CAI that:

- (a) Licensee will comply at all times with all applicable Laws in connection with the use of and access to the Licensed Data and otherwise in connection with the exercise of its rights and performance of its obligations under this Master Data License, including all Privacy Laws and Laws relating to unfair competition, deceptive trade practices, and advertising;
- (b) Licensee's entering into this Master Data License does not conflict with or violate any other agreement Licensee may have with any Third Party; and
- (c) Licensee will use commercially reasonable efforts to prevent any Malicious Code

from being introduced into CAI's systems or environment through access to the Licensed Data by Licensee, Authorized Users, and/or their Personnel.

7. CONFIDENTIALITY.

7.1 Confidentiality Obligations. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose other than as permitted under this Master Data License, and (except as otherwise authorized by the Disclosing Party in writing) agrees to disclose Confidential Information of the Disclosing Party only to its Personnel who need to know such information for purposes of carrying out the Receiving Party's obligations or exercising its rights hereunder. The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and secure, and protect it from unauthorized use or disclosure, by using at least the same degree of care as the Receiving Party employs to protect its own Confidential Information, but in no event less than reasonable care.

7.2 Compelled Disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party in a manner not otherwise permitted by this Master Data License, the Receiving Party will inform the Disclosing Party of the request with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date by which the Receiving Party must comply with the request, the Receiving Party may furnish that portion of the Confidential Information that it reasonably determines it is legally required to furnish. The Receiving Party will exercise reasonable efforts to obtain assurances that confidential treatment will be afforded to the Confidential Information so disclosed.

7.3 Injunctive Relief. Each Receiving Party acknowledges and agrees that the wrongful disclosure of any Confidential Information of the Disclosing Party may cause irreparable injury to such Party and its applicable Affiliates, and that remedies other than injunctive relief may be insufficient. Accordingly, the Disclosing Party will have the right to seek equitable and other injunctive relief to prevent any wrongful disclosure of any of its Confidential Information, as well as such damages and other relief to which such Party or its Affiliates may be entitled.

7.4 No Implied Rights. Each Party's Confidential Information will remain the property of that Party. Nothing contained in this Section 7 will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or by implication, any rights or license to the Confidential Information of the other Party.

8. RECORD RETENTION; AUDIT RIGHTS; MATERIALS REVIEW.

8.1 Record Retention. Licensee shall maintain complete and accurate books and records of all uses of the Licensed Data and any other transactions that relate to the Licensed Data or otherwise take place in connection with this Master Data License, along with such other information and materials as may be necessary for CAI to verify Licensee's compliance with the terms and provisions of this Master Data License, which obligations shall apply during the Retention Period; provided, however, that if a dispute arises in connection with Licensee's use of any Licensed Data or otherwise with this Master Data License, the Retention Period will be automatically extended until the final resolution of such dispute.

8.2 Audit Rights. CAI or its designated Personnel shall be entitled to audit all books and records required to be maintained by Licensee pursuant to Section 8.1 at any time during the License Term, or during the Retention Period, in each case for purposes of verifying Licensee's compliance with the terms and conditions of this Master Data License. Any audit performed by CAI or its designated Personnel pursuant to this Section 8.2 shall be performed during normal

business hours, unless otherwise agreed upon by the Parties. CAI will bear the expenses of any audit conducted pursuant to this Section 8.2, unless such audit discloses that Licensee has failed to comply in any material respect with this Master Data License. Licensee agrees to cooperate, and to cause its Personnel to cooperate, in connection with any audit conducted by CAI or its designated Personnel pursuant to this Section 8.2.

8.3 Marketing Material Review. Upon CAI's request, Licensee will make available for CAI review and comment any marketing, sales and/or promotional materials used by Licensee with respect to the Licensed Data. Licensee will incorporate CAI's reasonable suggestions into the materials.

9. INDEMNIFICATION; LIMITATIONS OF LIABILITY.

9.1 Indemnification. Licensee shall indemnify and defend CAI 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 such claim: (a) arises from or relates to the breach by Licensee or any Authorized User of any of its obligations under this Master Data License, including any Additional Terms or Order Form, (b) arises from or relates to any use or disclosure by Licensee of the Licensed Data (even if such use or disclosure was in connection with a Permitted Use), unless such claim alleges that the Licensed Data, in the format made available to Licensee by CAI and irrespective of any use or disclosure of such Licensed Data by Licensee, violates the intellectual property rights of any Third Party, or (c) is made by an Authorized User.

9.2 LIMITATIONS OF LIABILITY. CAI AND ITS AFFILIATES SHALL IN NO EVENT BE LIABLE TO LICENSEE OR ITS AFFILIATES FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, MULTIPLE, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS MASTER DATA LICENSE (INCLUDING ALL ADDITIONAL TERMS AND ORDER FORMS HEREUNDER ADDENDA), EVEN IF CAI OR ITS AFFILIATE, AS THE CASE MAY BE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING BREACH OF CONTRACT OR WARRANTY, EQUITY, STRICT LIABILITY, TORT OR OTHERWISE), OR, (II) IN THE AGGREGATE, ANY DAMAGES OR OTHER AMOUNTS OF ANY KIND IN EXCESS OF THE LICENSE FEES PAID TO CAI UNDER THIS MASTER DATA LICENSE, IF ANY, DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AT ISSUE FIRST AROSE.

9.3 DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE LICENSED DATA WILL BE PROVIDED SOLELY ON AN "AS IS" AND "AS AVAILABLE" BASIS AND NEITHER CAI NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION OR WARRANTY TO LICENSEE WITH RESPECT TO ANY LICENSED DATA OR THE USE THEREOF, EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF TITLE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CAI MAKES NO REPRESENTATION OR WARRANTY THAT THE LICENSED DATA (INCLUDING ACCESS THERETO) WILL BE AVAILABLE, ACCURATE OR ERROR-FREE, AND MAKES NO OTHER REPRESENTATION, WARRANTY OR COMMITMENT HEREUNDER OF ANY TYPE OR NATURE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

10. PRESS RELEASES; MARKS.

10.1 Press Releases. Neither Party will issue any press release or make any other public announcement or disclosure concerning this Master Data License or any Additional Terms or Order Forms (or the termination of this Master Data License, if this Master Data License is terminated), except with the prior written consent of the other Party and except for such disclosures as are required by Law, in which case the Party intending to make such disclosure shall provide the other Party with an advance copy and a reasonable opportunity to review and comment with respect thereto.

10.2 Marks. The Parties acknowledge and agree that, except as expressly provided herein (including in the applicable Additional Terms or Order Form), (a) nothing herein grants or otherwise provides to the other Party any right or license to use or display any Marks of the other Party; and (b) any other use or display by either Party of any Marks must be expressly pre-approved in writing by the other Party, and any authorization, approval or consent that such Party may provide for the use or display of any Marks may be revoked by such Party at any time and for any reason.

11. MISCELLANEOUS.

11.1 Notices. All notices required or permitted to be given under this Master Data License must be (a) in writing, (b) sent by commercial delivery service or certified mail, return receipt requested, (c) deemed to have been given on the date set forth in the records of the delivery service or on the return receipt, and (d) if (i) from Licensee to CAI, then to Cox Automotive Inc., Attention: Legal Department, 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, or (ii) from CAI to Licensee, then to the address set forth in the Order Form or such other address that CAI has on file for Licensee, or if no such address is on file, to the address of a physical location of Licensee known to CAI, in either case with Attention: Legal.

11.2 Governing Law and Forum. Any disputes arising from or related to this Master Data License shall be governed and construed in accordance with the Laws of the State of Georgia, without regard to its conflict of Laws principles. Licensee hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in Fulton County, Georgia in any action commenced by or on behalf of Licensee in connection with this Master Data License. Licensee irrevocably and unconditionally waives any objection to the laying of venue of any action arising out of or relating to this Master Data License, in any such court.

11.3 Order of Precedence. In the event of any conflict in contract terms, the terms in an Order Form will take precedence over the terms of this Master Agreement, with respect to such Order Form only. Contract terms will not be interpreted strictly against a Party by virtue of such Party's role in preparing or drafting them.

11.4 Amendments and Modifications. Any amendments or modifications of this Master Data License (including any Additional Terms or Order Form) will only be effective if in writing and signed by each Party.

11.5 Force Majeure. Neither Party will be liable for any failure or delay in performing any obligation to the extent such failure or delay is attributable to causes beyond its reasonable control. Such causes include natural catastrophes, strikes or labor difficulties, denial of service attacks, internet or Third Party hardware or service failures, telecommunication failures, any act of God or other condition or event outside a Party's reasonable control, to the extent not occasioned by the fault or negligence of the delayed Party.

11.6 Entire Master Agreement. This Master Data License, along with any Additional Terms and Order Form, contains the entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all other prior agreements and understandings between the Parties with respect to such matter, whether oral or written.

11.7 Non-Waiver and Severability. The failure of either Party to enforce any provision of this Master Data License will not be deemed a waiver of such provision or of the right of such Party thereafter to enforce such provision. If any provision of this Master Data License 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 that most nearly gives effect to the Parties' intent in agreeing to this Master Data License.

11.8 Headings. The headings used in this Master Data License are used for convenience only and are not to be considered in construing or interpreting this Master Data License.

11.9 Remedies and Enforcement. Except as otherwise expressly provided herein, all remedies are cumulative and in addition to and not in lieu of any other remedies available to a Party in connection with this Master Data License, or at law or in equity. Each Party shall be responsible (and shall reimburse the other Party upon demand) for any and all costs and expenses (including attorneys' fees and related costs) that may be incurred by the other Party or its Affiliates in connection with any efforts to enforce this Master Data License.

11.10 Survival. Any provisions of this Master Data License that should reasonably survive the applicable License Term or the termination of this Master Data License in accordance with their respective terms shall so survive, as well as any cause of action or claim of either Party, whether in law or in equity.

11.11 Assignment. Licensee may not assign any rights or obligations it has under this Master Data License or any Additional Terms or Order Forms, whether by operation of Law or otherwise, without the prior written consent of CAI (which may be withheld in its sole discretion). CAI may assign any or all of its rights and obligations under this Master Data License, upon notice to Licensee.

11.12 Order Form Effectiveness:

11.12.1 Order Forms may be executed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of the Parties need not appear on the same counterpart. A Party may submit an executed counterpart via scanned PDF, which will be treated as an originally-signed document.

11.12.2 Certain Order Forms may be executed by means of electronic or digital signatures. Any such electronic or digital signature will be deemed to satisfy all requirements imposed on electronic or digital signatures under the Electronic Signatures in Global and National Commerce Act (E-SIGN), and any similar Laws relating to the validity or enforceability of electronic or digital signatures.