

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into by and between the Supplier set forth on the applicable ordering document (“Order Form”) and **Cox Automotive Corporate Services, LLC**, a Delaware limited liability company (“Cox Automotive”), The terms and conditions of this Agreement govern any Order Form that reference this Agreement.

1. Services.

1.1 General. During the Term, as defined below, Supplier shall, on a non-exclusive basis, provide Services to Cox Automotive in accordance with the terms and conditions set forth in this Agreement and in any applicable Statement of Work. Each Statement of Work will specify (i) the specific Services to be furnished by Supplier, (ii) a description of features and specifications of the Works resulting from such Services, (iii) the performance schedule relating to such Services, (iv) any and all manuals, materials, and access of websites (any such items provided by Supplier to Cox Automotive shall be referred to herein as the “Materials”) necessary to provide the Services, (v) the applicable fees and payment terms related thereto, and (vi) other applicable terms and conditions. Cox Automotive will assign Services on an “AS NEEDED” basis in Cox Automotive’s sole discretion, and the parties agree that Supplier is not guaranteed a particular quantity, frequency or type of work from Cox Automotive. Unless otherwise provided in a Statement of Work, Supplier shall designate at least one project manager to advise Cox Automotive of issues related to Services, including, without limitation, evaluation and grievances. Supplier may not subcontract the performance of any of its duties or obligations under this Agreement or any Statement of Work to any entity or individual without the prior written consent of Cox Automotive. For purposes of this Agreement, “Affiliate” means any entity directly or indirectly controlling, or controlled by or under direct or indirect common control with, another entity; “control” means the power, directly or indirectly, to direct, or cause the direction of the management and policies of an entity through the ownership of voting securities, by contract or otherwise.

1.2 Affiliate Ordering. Any Affiliate of Cox Automotive may procure Services from Supplier under the terms and conditions of this Agreement; provided that if an Affiliate of Cox Automotive desires to procure Services from Supplier under the terms and conditions of this Agreement, such Affiliate must enter into a Statement of Work specifically referencing this Agreement and stating such Statement of Work is subject to and governed by the terms and conditions set forth herein, except as explicitly amended, modified, altered or supplemented thereby (each such Statement of Work between a Cox Automotive Affiliate and Supplier, an “Affiliate SOW”). Each Affiliate SOW, together with any subsequent Affiliate SOW, entered into between such Cox Automotive Affiliate and Supplier and the applicable terms of this Agreement shall constitute a separate contract between such Affiliate of Cox Automotive and Supplier (each such contract, an “Affiliate Agreement”) and for purposes of such Affiliate Agreement all references to Cox Automotive herein shall be deemed to be references to such Cox Automotive Affiliate. Supplier will look solely to such Cox Automotive Affiliate (and not to Cox Automotive) for satisfaction of any liability arising under or relating to procurement of products or services by such Affiliate under any Affiliate Agreement.

1.3 Change Order Procedure. If either party believes that a change in a Statement of Work (whether in time frames, costs or Works) is necessary or desirable, such party will submit a written change request to the other in a form provided by Cox Automotive and reasonably acceptable to Supplier (a “Change Request”). Supplier represents to Cox Automotive that it will factor into Supplier’s fee for Services adequate contingencies for de minimis Change Requests, and such de minimis Change Requests will not impact the fees under this Agreement or the applicable Statement of Work. In the event of such a Change Request, Supplier will promptly provide Cox Automotive with a written quote describing in detail: (a) the modifications to the Services that will be required as a result of the Change Request; (b) the effect, if any, on overall system performance and Cox Automotive requirements, (c) the effect, if any, of the Change Request on any applicable performance milestones; and (d) an estimate of the effect of effecting such Change Request on the costs of the Services to implement each Change Request. Supplier shall not reject requests from Cox Automotive for Supplier to perform development work necessary to add Cox

Automotive needed functionality and/or features to the Services to the extent such development does not impair Supplier's ability to provide services to Supplier's other clients. Changes to a Statement of Work will not become effective unless a new Statement of Work or an amendment to an existing Statement of Work is executed by both parties. Absent the execution of such a Statement of Work or such an amendment, the parties will proceed to fulfill their obligations under this Agreement.

1.4 Acceptance by Cox Automotive. All Services required to be performed by Supplier for Cox Automotive under this Agreement or any Statement of Work and all Works created and delivered by Supplier for Cox Automotive under this Agreement or under any Statement of Work shall be subject to inspection, testing, and acceptance by Cox Automotive as set forth in this Section. Supplier will provide all Services and deliver all Works to Cox Automotive in accordance with the applicable specifications, requirements, project schedule and milestone dates as set forth in the applicable Statement of Work. Promptly following the performance of any Service or receipt of any Work, Cox Automotive shall review such Services and Works and notify Supplier of any defects, failures or non-conformities with the Services or Works as set forth in the applicable Statement of Work. Supplier agrees to provide Cox Automotive with commercially reasonable assistance for Cox Automotive to be able to inspect and evaluate the Services and Works. In the event that Cox Automotive notifies Supplier of any defect, failure or non-conformity associated with the Services and Works, Supplier shall promptly remedy such defect, failure or non-conformity and re-perform the Services or resubmit the revised Works to Cox Automotive for its review and approval. If after two attempts to remedy a defect, failure or non-conformity, Cox Automotive has not accepted such remedy, Cox Automotive may notify Supplier that it will not accept any further attempts to correct the defect, failure or non-conformity, and (a) Supplier shall immediately refund Cox Automotive the fees and expenses paid by Cox Automotive to Supplier for the applicable Services and Works and (b) Cox Automotive may terminate the relevant SOW or portion thereof related to the defective, failed or non-conforming Works and/or Services.

1.5 Services Outside the United States. Supplier shall not perform any Services, nor access the Cox Automotive Network, nor access any Cox Automotive Confidential Information from outside of the United States, unless Supplier has received Cox Automotive's prior written approval. In the event that Cox Automotive approves of the access of the Cox Automotive Network, the access of Cox Automotive Confidential Information, or the performance of any Services outside of the United States, Supplier shall, at its own cost and expense, be responsible for ensuring that its access to the Cox Automotive Network or access to Cox Automotive Confidential Information complies with such non-United States jurisdiction's laws and for making any changes to the Services necessary to comply with such non-United States jurisdiction's laws. In addition to Cox Automotive's termination rights set forth in Section 2.2 below, Cox Automotive may terminate Supplier's rights to access the Cox Automotive Network or any Cox Automotive Confidential Information or Supplier's right to provide Services outside of the United States in accordance with this Section 1.5 if, in Cox Automotive's sole discretion, the cost or operational impact to Cox Automotive of complying with the applicable laws of such non-United States jurisdiction result in a material burden to Cox Automotive or such arrangement is no longer permitted by law.

2. Term; Termination.

2.1 Term. This Agreement will be effective as of the Effective Date and, unless earlier terminated in accordance with its terms, shall remain in effect until the completion of all Services to be provided under all Statements of Work entered into hereunder (the "Term"). Cox Automotive may terminate any Services to be performed hereunder or under any Statement of Work for any of the reasons set forth in Sections 2.2 or 10 without terminating this Agreement.

2.2 Termination.

(a) Termination for Cause. Either party may terminate this Agreement (and any outstanding Statements of Work) in the event that the other party materially breaches this Agreement (and the terminating party is not also in material breach) and does not cure such breach within thirty (30) days of receipt of written notice of such breach from the non-breaching party. In the event that a party materially breaches a Statement of Work and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party of such breach, the non-breaching party may terminate such Statement of Work. Without limiting the foregoing, Cox Automotive also may immediately terminate this Agreement on written notice to

Supplier in the event of a Change of Control with respect to Supplier. For these purposes, a “Change of Control” shall mean any sale, transfer or other disposition of all or substantially all of Supplier’s equity interests or assets, or any acquisition of a controlling interest in Supplier’s voting stock or similar equity interests. Notwithstanding anything to the contrary contained herein, (i) in the event that Cox Automotive elects to terminate this Agreement pursuant to this Section 2.2(a) or Section 8.7, each Cox Automotive Affiliate that is a party to an Affiliate Agreement may, but shall not be required to, terminate its Affiliate Agreement pursuant to this Section 2.2(a) or Section 8.7 by written notice to Supplier; and (ii) in the event that any Cox Automotive Affiliate party to an Affiliate Agreement elects to terminate its Affiliate Agreement pursuant to this Section 2.2(a) or Section 8.7, Cox Automotive and each other Cox Automotive Affiliate that is a party to an Affiliate Agreement may, but shall not be required to, terminate this Agreement or its Affiliate Agreement, as applicable, by written notice to Supplier.

(b) Insolvency; Bankruptcy. This Agreement and all Statements of Work shall automatically terminate if either party becomes insolvent or is the subject of any bankruptcy proceedings. If any party to any Statement of Work becomes insolvent or is the subject of a bankruptcy proceeding, such Statement of Work shall automatically terminate, and the party who is not insolvent or the subject of a bankruptcy proceeding may also terminate this Agreement in its entirety and any other outstanding Statements of Work, in its sole discretion.

(c) Termination without Cause. Cox Automotive may terminate this Agreement or any Statement of Work at any time without cause upon at least fourteen (14) days prior written notice to Supplier.

(d) Effects of Termination. In the event this Agreement is terminated Supplier shall continue to provide the Services provided pursuant to any outstanding Statements of Work through the date of termination or expiration, and in the event any particular outstanding Statement of Work is terminated, Supplier shall continue to provide the Services provided pursuant to such Statement of Work through the date of termination or expiration of such Statement of Work. Upon the expiration or termination of this Agreement or any Statements of Work, Cox Automotive will pay Supplier for Services satisfactorily performed by Supplier under such expired or terminated SOWs as of the effective date of such expiration or termination, in each case in accordance with the terms of this Agreement and the applicable SOW(s). Notwithstanding the foregoing, if Cox Automotive terminates this Agreement or any Statement of Work for cause pursuant to Section 2.2(a), then Cox Automotive will have no obligation to make any further payment to Supplier for any outstanding charges or invoices for Services performed pursuant to this Agreement or such Statement of Work, and Supplier will have no obligation to continue to provide the related Services. In addition, upon termination or expiration of this Agreement or an applicable Statement of Work, or at any prior time upon the request of Cox Automotive, and without limiting Section 8.4, Supplier will promptly deliver to Cox Automotive all memoranda, notes, records, drawings, manuals, disks, documents, media, equipment, papers or other information and all embodiments thereof obtained by Supplier from Cox Automotive or otherwise pertaining to the Services or to Cox Automotive’s business, including all copies thereof. Supplier acknowledges that all such materials are the Confidential Information of Cox Automotive.

3. Representations, Warranties and Covenants.

3.1 Mutual Representations, Warranties and Covenants. Each of Cox Automotive and Supplier represents, warrants and covenants to the other as follows:

- (a) it is a legal entity duly organized, validly existing and in good standing;
- (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder;
- (c) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it,

except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder;

(d) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other party to perform fully its respective obligations hereunder; and

(e) its performance of its obligations under this Agreement will not violate any other agreement between such party and any third party.

3.2 Supplier Representations, Warranties and Covenants. Supplier represents and warrants to Cox Automotive as follows:

(a) Supplier has considerable experience and expertise in the Services, and is well equipped to perform the Services for Cox Automotive in a satisfactory and timely fashion;

(b) Supplier will comply with all laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder;

(c) all Services performed pursuant to this Agreement or any Statement of Work and the Works created and delivered pursuant to this Agreement or any Statement of Work will comply with all laws and regulations applicable to the applicable Services and Works;

(d) all Services and Works will conform to the descriptions and specifications set forth in any Statements of Work;

(e) Supplier will ensure that the Works are capable of integrating and operating in conjunction with, without any corresponding diminution in functionality or performance of, any applicable Cox Automotive software, interfaces, or applications, the Cox Automotive Network;

(f) Supplier will ensure that the Works integrating and operating in conjunction with, without any corresponding diminution in functionality or performance of, any and all security patches, bug fixes, and/or any other similar security or performance-enhancement releases made available to Cox Automotive in connection with any widely-deployed operating system or similar software within thirty (30) days of Cox Automotive's receipt of any such release and notification to Supplier of its receipt of such release;

(g) the Works do not and will not contain any virus or any other contaminant, or disabling devices including, but not limited to codes, commands or instructions that may be used to access, alter, delete, remotely access, damage or disable the Works, other Cox Automotive software, Cox Automotive Data, the Cox Automotive Network or other Cox Automotive property;

(h) the Services, Works and Materials will not violate any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other individual or entity;

(i) Supplier has obtained, or will promptly obtain copyright or other property rights assignments from any and all employees or independent contractors who contributed to the creation or development of the Works;

(j) Supplier will not, without the prior written consent of Cox Automotive, include in the Works, any software or other intellectual property licensed from any third party, and Supplier will specifically identify any such third-party software or intellectual property in writing to Cox Automotive;

(k) with respect to any third-party software included in the Works or used in connection with Supplier's performance of the Services, Supplier has all rights necessary to provide such software to and/or use such software for the benefit of Cox Automotive;

(l) all Supplier Personnel providing Services are eligible to legally work in the United States;

(m) and Supplier is, and shall remain, in compliance with the Immigration Reform and Control Act at all times during the Term and if Supplier provides sponsorship of a foreign national worker, Supplier must notify Cox Automotive prior to finalizing any related SOW and shall be responsible for maintaining all sponsorship requirements related thereto;

(n) Supplier shall comply in all respects with the Cox Automotive Supplier Rules of Engagement located at:

<http://us.dealertrack.com/content/dam/dealertrack/pdfs/legal/SupplierRulesofEngagement.pdf>; and

(o) Supplier will at all times maintain the highest professional standards and conduct when performing Services. Supplier will perform to the highest level of business and professional ethics and that it will act in accordance with Cox's Ethics, Sustainability and Diversity Standards located at:

<http://us.dealertrack.com/content/dam/dealertrack/pdfs/legal/EthicsSustainabilityandDiversityStandards.pdf> (the "Ethics Standards"), as periodically amended or modified by Cox. Supplier represents and warrants that it has not made and will not make or provide any payments, gifts, favors, entertainment, secret commissions or hidden gratuities to any Cox Automotive employee or contractor (or family member) in violation of the Ethics, Sustainability and Diversity Standards. By signing this Agreement, Supplier acknowledges receiving a copy of the Ethics, Sustainability and Diversity Standards and agrees to the terms of this Section. Any breach or failure with respect to this representation and warranty will constitute a material breach of this Agreement.

4. Ownership.

4.1 Works. Supplier agrees that any and all ideas, concepts, works, information, data, software (object code and source code), and other materials supplied, conceived, originated, prepared, generated or required to be delivered by Supplier resulting from the Services or otherwise pursuant to a Statement of Work, including, without limitation, all interfaces (including application program interfaces), applications, routines, algorithms, developments, written reports, requirements documents, specifications, program materials, flow charts, notes, outlines and all intermediate and partial versions thereof developed delivered to Cox Automotive ("Works") shall become and remain Cox Automotive's exclusive property from and after the date of creation and shall be works-made-for-hire within the meaning of United States copyright laws. Cox Automotive shall own all rights, titles, and interests of every kind and nature whatsoever in and to such Works (including, without limitation, all rights to register the copyright in the Works and all causes of action relating to such copyright rights, patents, and other proprietary rights therein and renewals and extensions thereof) throughout the world. If any such Work is deemed not to be a work-made-for-hire, then Supplier (on its own behalf and on behalf of its Supplier Personnel) hereby irrevocably grants and assigns exclusively to Cox Automotive all right, title and interest to such Work, including without limitation all rights of copyright, in all media and all languages, worldwide. Without any additional consideration, Supplier will execute and deliver, and will cause its Personnel to execute and deliver, any further documents that Cox Automotive reasonably determines are necessary to perfect its ownership of any intellectual property rights (including copyright rights) in any of the Works. Supplier further irrevocably waives any and all claims that Supplier may now or hereafter have in any jurisdiction to so-called "moral rights" or with respect to the Works to the extent permitted by law.

4.2 Pre-Existing Materials. Notwithstanding anything set forth in Section 4.1 to the contrary, Supplier reserves all rights in and to its tools, materials, utilities software, technology and other intellectual property developed by or on behalf of Supplier prior to, or independent of, the performance of the Services and used to provide the Services ("Supplier Pre-Existing Materials"). Works shall not include or require for proper operation any software licensed from any third party unless such software is specifically identified in the applicable Statement of Work and the cost of obtaining the necessary rights to such software is expressly allocated in the Statement of Work, and Supplier has all necessary rights to grant and does hereby grant such rights to Cox Automotive, or Supplier has verified that Cox Automotive has secured such necessary rights for such software. In the event (and to the extent) that the Works

contain any software or other elements (including Supplier Pre-Existing Materials) that may be proprietary to Supplier or a third party, Supplier hereby grants Cox Automotive an irrevocable, fully paid up, unlimited user, multi-site, enterprise-wide, non-exclusive, and worldwide license to use, execute, reproduce, display, perform, sublicense, and prepare derivative works based on such software or other elements (including Supplier Pre-Existing Materials) that may be contained in the Works, and to authorize others to do any of the foregoing; provided, however, that: (a) such license shall not include the right to distribute discrete copies of the Supplier Pre-Existing Materials to non-Affiliate third parties; and (b) except for such license, Supplier shall retain all right, title, and interest, including, without limitation, all copyright, trademark, patent, and other intellectual property rights, in and to the Supplier Pre-Existing Materials.

4.3 No Transfer of Rights. As between Cox Automotive and Supplier, Cox Automotive shall retain all rights, title and interest and all proprietary rights in and to Cox Automotive's and Cox Automotive's Affiliates' proprietary materials, information and/or data that may be incorporated with or contained in the Works (the "Cox Automotive Materials"). Nothing in this Agreement shall effect a transfer of copyright or any other intellectual property rights from Cox Automotive to Supplier. As between Cox Automotive and Supplier, Cox Automotive shall retain all ownership rights, including copyrights, in the Cox Automotive Materials it provides for the Works. The Cox Automotive Materials and Cox Automotive's Confidential Information shall not be used or exploited by Supplier without Cox Automotive's prior written consent or as otherwise expressly authorized in this Agreement or a Statement of Work.

4.4 Additional IP Terms Related to International Services. To the extent that Supplier is providing any Services or creating any Works outside the United States in accordance with Section 1.5, Supplier shall ensure that all Supplier Personnel performing Services outside of the United States have executed written agreements with Supplier, prior to performing such Services, that are sufficient to enable Supplier to assign all rights in, and irrevocably waive any and all moral rights to, the Works as contemplated under the Agreement (including, without limitation, payment by Supplier of any appropriate fees to applicable employees, as may be required under local law). Supplier shall ensure that all written agreements assigning all rights in and irrevocably waiving any and all moral rights to the Works, whether between Cox Automotive and the Supplier or between Supplier and its personnel, agents or subcontractors, are in compliance with all applicable laws of the applicable Non-United States jurisdiction necessary to effectuate such assignments and waivers.

5. Payment for Services.

5.1 Fees. For Supplier's full, satisfactory and timely performance of the Services in accordance with this Agreement, Cox Automotive shall pay the amounts specified on the applicable Statement of Work subject to set-off and deduction provided herein, and other terms and conditions of this Agreement and/or applicable Statement of Work.

5.2 Invoices. Unless otherwise set forth in a Statement of Work, invoices will be issued to Cox Automotive and/or Cox Automotive's Supplier Management Company on Supplier's letterhead pursuant to the terms and conditions of the applicable Statement of Work. Cox Automotive shall pay all undisputed amounts set forth in Supplier's invoices within forty-five (45) days from the date of Cox Automotive's receipt of the applicable invoice issued in accordance with the terms of this Section 5.2 and the applicable Statement of Work. Cox Automotive and Supplier will work together, reasonably and in good faith, to resolve any disputed portion of any invoice. No payment made by Cox Automotive hereunder shall be deemed to constitute a waiver by Cox Automotive of any right or remedy to which Cox Automotive is or may be entitled under this Agreement or any Statement of Work. Payments may be made by Cox Automotive via automated clearinghouse (ACH), procurement card or other similar means. Cox Automotive has no obligation to pay any charges or expenses invoiced more than twelve (12) months after they accrue, except to the extent they are for taxes which Cox Automotive is obligated to pay pursuant to this Agreement or any Statement of Work and which are imposed after such period.

5.3 Withholding. Without limiting the provisions of Section 5.2, Cox Automotive and/or any Supplier Management Company may withhold from payment due hereunder (or due under any other contract or relationship between Cox Automotive and Supplier and/or any of its Affiliates) any amount Cox Automotive deems necessary to repair damages connected to Supplier's Services or related to any

failure of Supplier to carry out work in a timely manner, including without limitation: (i) to correct or complete Services not conforming with Specifications or otherwise the result of substandard workmanship; (ii) to otherwise perform Supplier’s obligations hereunder; (iii) to replace or to repair any Cox Automotive-provided equipment lost or damaged while in Supplier’s custody or control; or (iv) any delays or similar impacts incurred as a result of Supplier’s failure to provide Services in a timely manner. Cox Automotive may adjust any invoice payment under other provisions of this Agreement.

5.4 **Taxes.** Supplier agrees to pay all applicable present and future federal, state and local sales, use, excise and transportation taxes and all other taxes pertaining to the Services, except as otherwise set forth in any Statement of Work.

5.5 **Expenses.** Except as specifically provided in a Statement of Work, Cox Automotive shall not reimburse Supplier for any expenses incurred by Supplier in the performance of the Services.

5.6 **Rebate.** A rebate (“Volume Rebate”) shall be provided to Cox Automotive in December of each calendar year during the Term based upon the volume of Services purchases made by Cox Automotive and its Affiliates under this Agreement during that calendar year. The amount of the Volume Rebate for a particular calendar year will be determined based on the net value of invoiced Services purchases made by Cox Automotive and its Affiliates under this Agreement from January through November of that same year, plus the forecasted net value of invoiced Services for the month of December of the same year, less (i) any disputed invoiced amounts (provided, however, that if a disputed invoiced amount is resolved and paid by Cox Automotive, such amount will be added back to the net value when payment is made); and (ii) any past-due invoiced amounts (other than amounts disputed by Cox Automotive) or cancelled orders within that same year (the “Net Invoiced Value”). No later than December 31st of each calendar year during the Term (“Volume Rebate Due Date”), Supplier will issue to Cox Automotive the Volume Rebate, in U.S. Dollars via ACH or by other mutually agreed means, which corresponds to that calendar year’s Net Invoiced Value, as set forth in the table below:

Cox Annual Spend	Effective Rebate
\$500,000 to \$1,000,000	0.5%
\$1,000,001 to \$2,000,000	1.0%
\$2,000,001 to \$5,000,000	1.5%
\$5,000,001 to \$10,000,000	2.0%
\$10,000,001 to \$15,000,000	2.5%
\$15,000,001 +	3.0%

For example, if the Net Invoiced Value for the first year of the Term is \$3 million, Supplier will issue a Volume Rebate to Cox Automotive in the amount of \$ 45,000 (1.5% of \$3 million), and if the Net Invoiced Value for the second year of the Term is \$11 million, Supplier will issue a Volume Rebate to Cox Automotive in the amount of \$275,000 (2.5% of \$11 million). In the event the Volume Rebate is not paid by January 31st of the calendar year following the Volume Rebate Due Date, such Volume Rebate shall bear interest at twelve percent (12%) per annum or the maximum amount permitted by law, until paid.

6. **Supplier Management Company.**

6.1 (a) Supplier acknowledges that Cox Automotive and ZeroChaos have entered into a separate agreement (“ZeroChaos Agreement”) to allow Cox Automotive and Supplier to access and use the ZeroChaos work force management web-based system (the “System”). The System provides Cox Automotive and Supplier the ability to track requisitions, reports, invoices, and payment of Supplier’s contingent labor force supplied by Supplier to Cox Automotive, or used by Supplier to perform Services, under the Agreement. Cox Automotive shall provide Supplier with appropriate training and the methods

for accessing the System during the Term of the Agreement. Unless otherwise instructed by Cox Automotive in writing, Supplier agrees to use the System solely for Services provided to Cox Automotive under the Agreement.

(b) Under the ZeroChaos Agreement, Cox Automotive has made arrangements for Supplier's invoices to be paid by ZeroChaos rather than directly by Cox Automotive. Accordingly, Supplier's invoices shall be paid by ZeroChaos, less the System Fees, as defined in (c) below. Supplier agrees that payment to Supplier by ZeroChaos for work performed by Supplier under this Agreement shall satisfy Cox Automotive's payment obligations under the Agreement.

(c) As consideration for use of the System described in this Section, and notwithstanding anything to the contrary in the Agreement, ZeroChaos shall deduct from payments due to Supplier under the Agreement eight-tenths of one percent ("System Fees") and remit the balance of payments directly to Supplier by the method set forth in the Agreement. Supplier agrees not to increase the rate Cox Automotive is paying through ZeroChaos for any of Supplier's Services during the Term of the Agreement solely to cover payment of the System Fees.

(d) Supplier agrees to use the System solely in connection with the Services provided to Cox Automotive under the Agreement. Supplier shall be required to comply with the System usage policies of ZeroChaos which will be provided to Supplier. Supplier agrees that the ZeroChaos System shall at all times remain the sole property of ZeroChaos. Except as expressly set forth herein Supplier is not granted any intellectual property rights or other rights in the System. Supplier shall not infringe, attempt to infringe, misappropriate or attempt to misappropriate any intellectual property rights of ZeroChaos in and to the System.

7. Supplier's Personnel.

7.1 Evaluation. Upon Cox Automotive's request, Supplier will provide Cox Automotive with resumes of all Supplier personnel ("Supplier Personnel") to be assigned to perform the Services. (All references to Supplier Personnel will be deemed to include both Supplier employees any approved subcontractors engaged by Supplier to perform the Services in accordance with this Agreement.) Before any individual Supplier Personnel begins work under this Agreement, or at any time during the performance of Services, Cox Automotive will have the right to evaluate such individual and to accept or reject such individual for any legally permissible reason. In the event that any Supplier Personnel providing Services is found to be unacceptable to Cox Automotive at any time, Cox Automotive will notify Supplier of such finding and Supplier will immediately remove any such individual from the assignment, and, if requested by Cox Automotive, use diligent efforts to provide replacement(s) acceptable to Cox Automotive as soon as practicable thereafter. The fees for any replacement Supplier Personnel will not exceed the fees paid by Cox Automotive for the initial Supplier Personnel and the skill level of any replacement Supplier Personnel will be equal to or greater than that of the initial Supplier Personnel. Supplier agrees to use best efforts to ensure the continuity of Supplier Personnel assigned to perform the Services. If the applicable Statement of Work specifies that Supplier is to provide the services of particular individuals, Supplier will make best efforts to provide the services of such individuals throughout the engagement. Supplier will also use its best efforts to ensure that any change in Supplier Personnel does not materially impede the progress of the performance of the Services in accordance with the schedule described in the applicable Statement of Work. Unless otherwise agreed by Cox Automotive in writing, Cox Automotive will not be responsible to pay any fees or expenses arising from any change in Supplier Personnel, including any time required to be spent acquainting replacements with the engagement.

7.2 Proposed Supplier Personnel. Prior to the performance of Services by any Supplier Personnel, who would in performance of such Services hereunder either (a) be placed on assignment at a Cox Automotive facility for any duration, (b) have access to the Cox Automotive Network or Cox Automotive Confidential Information, or (c) otherwise be required to submit to a comprehensive background check as required by a Cox Automotive customer, partner or other third party pursuant to any agreement such customer, partner, or other third party has entered into with Cox Automotive (such Supplier Personnel, "Sensitive Personnel"), Supplier shall inform such Sensitive Personnel that they must submit to a comprehensive background check and take and pass a drug test and that the results of such background check and drug test may be reported to Cox Automotive. Supplier, at its sole expense, will

cause all such Sensitive Personnel to undergo comprehensive background checks (including criminal checks, and motor vehicle reports and confirmation of a valid driver's license for persons placed on an assignment requiring driving, and drug tests, in accordance with this Section 7). Supplier, at its expense, shall engage InfoMart, Inc. ("InfoMart") (or any other third party provider identified by Cox Automotive in writing) to perform such background checks and drug tests, and Supplier shall conduct an individualized assessment of the results of any such background check before making a placement decision. Supplier shall ensure that such background checks and drug tests, including the administration of placement decisions as a result thereof, (a) comply with Cox Automotive's then-current guidelines (which may change from time to time)); and (b) comply with all applicable federal, state and local laws, rules and regulations including without limitation, the Fair Credit Reporting Act and all laws, regulations, and guidance enforced by the Equal Employment Opportunity Commission. Further, Supplier will certify its compliance with the provisions of this Section 7 with respect to each Sensitive Personnel in writing or through Infomart prior to placing a Sensitive Personnel on assignment at a Cox Automotive Facility. Supplier shall indemnify, defend and hold harmless Cox Automotive, its affiliates and its and their officers, directors, employees and agents from and against any and all damages, demands, liabilities, claims, costs and expenses (including reasonable attorneys' fees) arising out of or related to a breach by Supplier of the provisions of this Section 7. Cox Automotive may, upon written notice to Supplier, audit (or retain a third party to audit) the books and records of Supplier related to its compliance with this Section 7, provided that Supplier shall not disclose any personally identifiable information in connection with such audit.

7.3 Additional Restrictions. Supplier will not (a) place on assignment at any Cox Automotive facility or Cox Automotive Affiliate facility (any Cox Automotive facility or Cox Automotive Affiliate facility, a "Cox Automotive Facility") or provide access to the Cox Automotive Network or otherwise grant access to Cox Automotive Confidential Information any Sensitive Personnel who has not consented to and satisfied the conditions set forth in this Section 7; or (b) exclude from placing on assignment at a Cox Automotive Facility any person other than for lawful reasons and in accordance with the conditions set forth in this Section 7. Upon request from Cox Automotive, Supplier will provide periodic certification through Infomart or in writing confirming that all Sensitive Personnel continue to meet these requirements, which may require re-testing of any such Sensitive Personnel already placed on assignment at a Cox Automotive Facility or who already have access to the Cox Automotive Network or Cox Automotive Confidential Information. Supplier also shall require its Sensitive Personnel promptly (within 3 business days) to report to Supplier if the Supplier Personnel is subject to pending criminal charges or has been convicted of any criminal offense while on assignment with Cox Automotive. Supplier shall inform Cox Automotive promptly (within 3 business days) if it learns that any Sensitive Personnel is subject to pending criminal charges or has been convicted of any criminal offense. Notwithstanding anything to the contrary in this Section 7, any Sensitive Personnel residing in the State of California who were hired by Supplier prior to the execution of this Agreement shall not be required to undergo a drug test prior to assignment at Cox Automotive. With respect to any Supplier Personnel residing in the State of California that submitted to a drug test at the time of hire by Supplier, Supplier may rely on the results of such initial drug test and shall not be required to run an additional drug test on such Supplier Personnel at the time of assignment at Cox Automotive.

7.4 Cox Automotive Requirements. Supplier shall cause any Supplier Personnel given access to or providing Services at any Cox Automotive Facility to comply with all policies and procedures of Cox Automotive or applicable Cox Automotive Affiliate concerning access to the premises, conduct, safety and security as may be provided by Cox Automotive to Supplier from time to time. Without limiting the foregoing, Supplier shall cause any Supplier Personnel given access to Cox Automotive's or its Affiliates' computer system(s) or software ("Cox Automotive Network") in connection with the performance of the Services, to comply with Cox's applicable security policies, procedures and requirements, including, without limitation, Cox Automotive's then-current Information Security Requirements ("Security Requirements"), as may be provided to Supplier and revised by Cox Automotive from time to time. A copy of Cox Automotive's current Security Requirements for Non-Cox Automotive Personnel is located at: <http://us.dealertrack.com/content/dam/dealertrack/pdfs/legal/SecurityRequirements.pdf>. Without limiting the foregoing, Supplier shall ensure that no Supplier Personnel will violate the Security Requirements or tamper with, compromise or circumvent any security or audit measures employed by Cox Automotive. Each Supplier Personnel to be given access to the Cox Automotive Network may be

required to execute a separate Cox Automotive Network access agreement. Supplier will ensure that only those Supplier Personnel who are specifically authorized to gain access to the Cox Automotive Network gain such access and will prevent the unauthorized destruction, alteration or loss of information contained therein.

7.5 Circumvention. If at any time Cox Automotive or Supplier determines that any Supplier Personnel: (i) has sought to circumvent or has circumvented the Security Requirements; (ii) has accessed or may access the Cox Automotive Network or Cox Automotive Confidential Information without authorization; or (iii) has engaged in activities that may lead to the unauthorized access, destruction, alteration or loss of data, information or software, Supplier will immediately terminate any such Supplier Personnel's access and will immediately notify Cox Automotive of the events warranting such termination. If Cox Automotive reasonably determines that any Supplier Personnel has attempted to circumvent or has circumvented the Security Requirements, Cox Automotive may immediately terminate such Supplier Personnel's access to the Cox Automotive Network and will advise Supplier of such termination. Notwithstanding anything to the contrary in this Agreement, any failure by Supplier, any Supplier Personnel, or other agents or representatives to comply with the Security Requirements will constitute a breach of this Agreement entitling Cox Automotive to terminate this Agreement immediately upon written notice to Supplier. In addition to the audit rights provided in Section 13 herein, at any time during the Term, Cox Automotive may audit Supplier's and Supplier Personnel's use of the Cox Automotive Network. Supplier agrees that Cox Automotive may review any information, electronic mail communications, and other data stored on or contained in any computer hard drive, disk, or any other storage medium to determine whether there has been any breach of security or violation of this Agreement. In the event that Cox Automotive concludes, in its reasonable judgment, that there has been any breach of security or violation of this Agreement by Supplier, or any Supplier Personnel, agent or representative, Cox Automotive reserves the right to disclose any computer files or electronic mail messages to third parties, including (but not limited to) law enforcement officials, as Cox Automotive deems appropriate, without any prior notice to any individuals who may have written, sent or received such files or messages.

7.6 Supplier Personnel Outside the United States. With respect to Personnel who perform Services outside of the United States in accordance with Section 1.5, Supplier shall comply with Cox Automotive's approval process for international background checks and comply with such screening criteria as may be determined and required by Cox Automotive at such time; and in such event, Cox Automotive shall designate the Cox Automotive-preferred background screening provider and Supplier agrees that it shall use such designated Cox Automotive-preferred background screening provider in complying with Cox Automotive's approval process for international background checks and screening criteria. In addition, each such Supplier Personnel performing Services outside of the United States in accordance with Section 1.5 shall, prior to performing any Services, execute written agreements requested by Cox Automotive that contain confidentiality, non-use and intellectual property ownership provisions consistent with the terms of this Agreement. Supplier shall conduct exit interviews for all such Supplier Personnel providing Services outside of the United States upon such Supplier Personnel's termination, during which Supplier shall reiterate to Supplier Personnel that its confidentiality and non-use obligations continue beyond termination of such Supplier Personnel's employment with Supplier.

8. Confidentiality; Information Security; PCI.

8.1 Confidential Information. For purposes of this Agreement, "Confidential Information" means all confidential and proprietary information, whether written or oral, designated as such or that given the nature and circumstances of the disclosure would appear to a reasonable person to be confidential and disclosed by Cox Automotive or any of its Affiliates (the "Disclosing Party") to Supplier or any of its Affiliates (the "Receiving Party") in connection with this Agreement or any Statement of Work. Confidential Information includes (but is not limited to) asset records, delinquent account lists, trade secret information, credit information, sales, cost and other unpublished financial information, business and product plans, marketing data, Cox Automotive information systems (including electronic mail, internet access, databases, computing hardware, telephones, facsimile machines and any other means of communication or information storage), the terms of this Agreement and each Statement of Work, including all payment terms, and any report, documentation and any derivative works prepared by Supplier using Confidential Information. Notwithstanding anything to the contrary contained herein,

Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a wrongful disclosure (including as a result of a breach of this Agreement) by the Receiving Party or the Receiving Party's Representatives (as defined below); (ii) was in the Receiving Party's possession or known to it prior to receipt from the Disclosing Party provided that the Receiving Party did not obtain such information through improper means; (iii) 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; or (iv) can be shown with evidence was developed independently by or on behalf of the Receiving Party.

8.2 Disclosure. Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party, except as provided in this Section 8.2 or Section 8.3, and shall take reasonable security precautions, at least as great as the precautions it takes to protect its own Confidential Information of a similar nature and importance to maintain the confidentiality of the Confidential Information. Receiving Party may disclose Confidential Information only on a need-to-know basis to fulfill Receiving Party's obligations hereunder or under any Statement of Work to its Affiliates and its and its Affiliates' employees, officers, directors, shareholders, equityholders, advisor and representatives, including, without limitation, counsel and consultants, including without limitation any Supplier Personnel (collectively "Representatives"), who are under an obligation to maintain the confidentiality of the Confidential Information for the benefit of the Disclosing Party in accordance with the provisions hereof as if they were the Receiving Party hereunder; provided, that, Receiving Party shall be liable for any breach of this Section 8 by its Affiliates or any of its or its Affiliates' Representatives as if such Affiliates or Representatives were such Receiving Party hereunder.

8.3 Permitted Disclosure. Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, law or regulation, as required in the reasonable advice of Receiving Party's counsel, provided that, unless prohibited by law, Receiving Party shall give Disclosing Party prompt notice prior to such disclosure and shall, if requested to do so, reasonably cooperate with Disclosing Party in obtaining, at Disclosing Party's expense, an applicable protective order or equivalent.

8.4 Return or Destruction of Confidential Information. The Receiving Party, at the Disclosing Party's written request, will return or destroy (or, as appropriate, delete) all originals, copies, reproductions and summaries of Confidential Information in the possession or under the control of the Receiving Party (including its Affiliates and its and its Affiliates' Representatives), except to the extent such Confidential Information is incorporated into the Works or is otherwise required to provide the Services, and will certify such destruction and/or deletion, in writing; provided that the Receiving Party may retain (a) an archival copy of the Confidential Information in any computer network archival backup system and (b) a copy in the possession of counsel of its own choosing for purposes of legal or regulatory compliance or for use in pursuing, defending and/or resolving a claim arising hereunder which, in each such case, notwithstanding anything to the contrary contained herein, shall remain subject to the provisions of Section 8.1 and Section 8.2 hereof.

8.5 No Transfer of Rights. Except as otherwise set forth herein or in any Statement of Work, as between the Disclosing Party and the Receiving Party, the Disclosing Party shall retain all right, title and interest to its Confidential Information.

8.6 Injunctive Relief. The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information. Therefore, in the event of a breach of this Section 8 or threat thereof, the Disclosing Party will be entitled, without waiving any other rights or remedies, to seek injunctive or other equitable relief as may be deemed proper by a court of competent jurisdiction.

8.7 Information Security. Supplier certifies that it is in compliance with any applicable laws and/or regulations with respect to privacy and data security relative to Confidential Information of Cox Automotive and that it has implemented and currently maintains an information security program designed to protect such Confidential Information, which program includes administrative, technical, and physical safeguards sufficient: (i) to ensure the security and confidentiality of such Confidential Information; (ii) to protect against any reasonably anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) to protect against unauthorized access to or use of

such Confidential Information that could result in harm or inconvenience to Cox Automotive, its Affiliates, or to any of their employees, agents, or representatives. Supplier's information security program shall comply with Cox Automotive's Security Requirements. In the event that Supplier is in material breach of this Section 8.7, it will immediately advise Cox Automotive of, and take steps to remedy, such breach, including, but not limited to, by protecting Cox Automotive, its Affiliates, and any of their employees, agents, or representatives against the consequences of any disclosure or use of Confidential Information in violation of this Agreement. Any other remedy notwithstanding, Cox Automotive reserves the right to terminate this Agreement and/or any one or more Statement(s) of Work issued hereunder immediately upon written notice to Supplier should a material breach of this Section 8.7 occur and to pursue such other remedies as may be available to Cox Automotive, whether under this Agreement, at law, or in equity. Without limiting anything set forth in Section 13, Cox Automotive shall have a right to audit Supplier's compliance with the Security Requirements.

8.8 Payment Card Industry Standards. Without limiting the foregoing or the provisions of Security Requirements, Supplier agrees to adhere to the Payment Card Industry ("PCI") Data Security Standards, as they may be amended from time to time, for cardholder data, if any, in Supplier's possession obtained as a result of Supplier's performance of Services under this Agreement. Such PCI Data Security Standards can be found at www.pcisecuritystandards.org. Supplier acknowledges and agrees that cardholder data may be used only in connection with the performance of its obligations under this Agreement. Supplier shall be solely responsible for and agrees to indemnify Cox Automotive in accordance with the terms of this Agreement for any failures to comply with the PCI Data Security Standards or for any loss, theft or unauthorized use, access to or disclosure of any credit card, debit card, checking account, savings account or other financial information in Supplier's possession or control.

9. Independent Contractor. This Agreement is not intended to create, and does not create, any partnership, joint venture, agency, fiduciary, employment, or other relationship between the parties, beyond the relationship of independent parties to a commercial contract. Neither party is, nor will either party hold itself out to be, vested with any authority to bind the other party contractually, or to act on behalf of the other party as a broker, agent, or otherwise. Supplier will not subcontract the Services, or any portion of the Services, nor will it engage independent contractors to perform the Services or any portion of the Services, without having given Cox Automotive prior written notice. Contractor acknowledges and agrees that its Supplier Personnel and any permitted independent contractors are not eligible for any Cox Automotive employee benefits, including, but not limited to: holiday, vacation or sick pay, social security, Medicare, unemployment or disability insurance, workers' compensation, health and welfare benefits, profit sharing, 401(k), or any employee stock option or stock purchase plans (collectively, "Employee Benefits"). Supplier alone will be responsible for withholding and paying employment-related taxes for Supplier Personnel. Supplier, on behalf of its any Supplier Personnel and any other person, hereby waives any and all rights to look to Cox Automotive for any Employee Benefits, even if a Supplier Personnel or permitted independent contractor is later held by a court of competent jurisdiction to be a common-law employee of Cox Automotive. Supplier will defend, indemnify, and hold harmless Cox Automotive, its Affiliates, and its and their respective officers, directors, employees, and agents from and against any entitlement, assertion, and/or claim to any Employee Benefits made by, or on behalf of, a Supplier Personnel or any permitted independent contractor in connection with the Services provided under this Agreement. With respect to any Services that are subcontracted to or provided by any third party: (i) Supplier expressly assumes all liability and responsibility for such subcontractors' and third parties' compliance with, or breach of, the terms of this Agreement and any applicable Statement of Work; and (ii) Supplier will include a provision in all of its agreements with subcontractors stating that such subcontractors will look to Supplier for payment of all fees and costs related any Services provided under this Agreement and will under no circumstances look to any other party, including Cox Automotive, for payment. Without limiting the provisions of this Section 9, Supplier shall comply with all Cox Automotive guidelines and procedures for independent consultants as provided to Supplier in writing and as modified from time to time.

10. Insurance. Supplier will maintain in force during the Term and for not less than two (2) years thereafter the following insurance coverages providing for per occurrence coverage in at least the amounts indicated in this Section 10.

10.1 Workers' Compensation and Employers' Liability. Statutory limits (workers' compensation) and not less than \$100,000 per claim (employers' liability). This policy will include a waiver of subrogation in favor of Cox Automotive.

10.2 Comprehensive General Liability. Not less than \$1,000,000 combined single limit for property damage and bodily injury per loss, including Contractual, Broad Form Property Damage, Personal Injury, and Products and Completed Operations coverage.

10.3 Fidelity Bond; Crime Insurance. If Supplier is performing services that require it to handle funds on behalf of Cox Automotive or its Affiliates, a fidelity bond or crime insurance covering employee dishonesty with limits of not less than \$1,000,000 per loss. Cox Automotive and its Affiliates will be named as loss payees.

10.4 Comprehensive Auto Liability. Not less than \$1,000,000 combined single limit for property damage and bodily injury per accident, covering all vehicles operated by Supplier.

10.5 E&O/Professional Liability. Covering liability for errors and omissions arising out of Supplier's performance of its obligations pursuant to this Agreement, in an amount not less than \$2,000,000 per loss and \$4,000,000 in aggregate, which policy shall include coverage for negligent acts and errors and omissions arising out of or related to the design, development, installation, and operation of the deliverables and the furnishing of Services by Supplier.

10.6 Cyber Insurance. Which will include coverage for transmission of a virus, hacker damage, theft or unauthorized disclosure of private information, theft of digital ID, cyber business interruption, cyber extortion, and third party and first party coverage in the amount of at least \$2,000,000 for each occurrence and at least \$4,000,000 in the aggregate.

10.7 Excess Liability Coverage. In the amount of \$2 million.

10.8 Additional Requirements. General and auto liability coverage as required above in 10.2, 10.4 and 10.7 may be provided in any combination of primary and excess coverage. The general/auto/excess liability policies obtained by Supplier pursuant to this Section 10 will name Cox Automotive and its Affiliates as additional insureds as their interests may appear. As of the Effective Date and, thereafter, upon Cox Automotive's written request, Supplier will provide Cox Automotive with a certificate or certificates of insurance evidencing that the above-noted insurance requirements have been satisfied and specifying that Cox Automotive will receive thirty (30) days advance notice of any cancellation or reduction in coverage. Supplier will obtain the insurance coverage set forth in this Section 10 from an insurance carrier with a minimum A.M. Best's rating of A-. The above required insurance shall not be limited by the indemnification or serve to limit the indemnification obligations hereunder.

11. INDEMNITY.

11.1 SUPPLIER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COX AUTOMOTIVE AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, ADVISORS AND REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS (THE "COX AUTOMOTIVE INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, COSTS, DAMAGES, PAYMENTS, FINES, FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS) ("LOSSES") WHICH A COX AUTOMOTIVE INDEMNIFIED PARTY MAY INCUR AS A RESULT OF ANY THIRD-PARTY CLAIM ARISING IN CONNECTION WITH OR RESULTING FROM (I) SUPPLIER'S OR ANY SUPPLIER PERSONNEL'S WILLFUL, INTENTIONAL OR NEGLIGENT ACTIONS OR FAILURE TO ACT; (II) SUPPLIER'S OR ITS PERSONNEL'S ALLEGED BREACH OR BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT OR OTHER PROVISION UNDER THIS AGREEMENT; (III) ANY ACTUAL, ALLEGED, OR CONTRIBUTORY PATENT OR COPYRIGHT INFRINGEMENT, MISAPPROPRIATION OF CONFIDENTIAL INFORMATION OR VIOLATION OF OTHER INTELLECTUAL OR PROPRIETARY RIGHTS OR LICENSES, INCLUDING, WITHOUT LIMITATION, TRADEMARK OR TRADE SECRET RIGHTS, RELATED TO ANY SERVICES AND/OR WORKS PROVIDED UNDER THIS AGREEMENT; AND (IV) INJURY TO SUPPLIER'S

PERSONNEL ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SUPPLIER'S OBLIGATIONS HEREUNDER. IN ADDITION TO THE FOREGOING, SUPPLIER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COX AUTOMOTIVE INDEMNIFIED PARTIES FROM ANY AND ALL LOSSES SUFFERED OR INCURRED BY ANY COX AUTOMOTIVE INDEMNIFIED PARTY, INCLUDING ANY PROPERTY DAMAGE OR PERSONAL INJURY, THAT ARE CAUSED BY OR ARE REASONABLY ATTRIBUTABLE TO (A) THE ACTS OR OMISSIONS OF SUPPLIER OR SUPPLIER PERSONNEL, WHETHER IN CONNECTION WITH SUCH SUPPLIER OR SUPPLIER PERSONNEL'S PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY SUPPLIER PERSONNEL'S ACCESS (WHETHER PHYSICALLY, ELECTRONICALLY, OR OTHERWISE) TO A COX AUTOMOTIVE FACILITY AND (B) ANY BREACH OF THE COX AUTOMOTIVE NETWORK OR APPLICATION SECURITY SYSTEMS RELATING TO THE SERVICES OR THE WORKS PROVIDED HEREUNDER OR UNDER ANY STATEMENT OF WORK. SUPPLIER SHALL COOPERATE IN THE DEFENSE OF ANY CLAIMS FOR WHICH INDEMNIFICATION IS AVAILABLE AND SHALL FURNISH SUCH RECORDS, INFORMATION, AND TESTIMONY AND ATTEND SUCH CONFERENCES, DISCOVERY, PROCEEDINGS, HEARINGS, TRIALS, AND APPEALS AS COX AUTOMOTIVE MAY REQUEST.

11.2 COX AUTOMOTIVE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SUPPLIER AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, ADVISORS AND REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS (THE "SUPPLIER INDEMNIFIED PARTIES") FROM ANY AND ALL LOSSES WHICH A SUPPLIER INDEMNIFIED PARTY MAY INCUR AS A RESULT OF ANY THIRD-PARTY CLAIM ARISING IN CONNECTION WITH OR RESULTING FROM (I) COX'S WILLFUL, INTENTIONAL OR NEGLIGENT ACTIONS OR FAILURE TO ACT; AND (II) COX AUTOMOTIVE'S ALLEGED BREACH OR BREACH OF ANY REPRESENTATION, WARRANTY OR OTHER PROVISION UNDER THIS AGREEMENT.

12. LIMITATION OF LIABILITY. EXCEPT WITH REGARD TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND FOR CLAIMS ARISING OUT OF A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN, (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) UNLESS OTHERWISE PROVIDED IN ANY STATEMENT OF WORK, WITH RESPECT TO THAT STATEMENT OF WORK ONLY, NEITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT WILL EXCEED THE FULL AMOUNT PAID AND TO BE PAID BY COX AUTOMOTIVE TO SUPPLIER UNDER THIS AGREEMENT.

13. Records; Audit. Supplier and its agents shall maintain complete and accurate records in accordance with standard accounting practices during the Term and for a period of at least three (3) years thereafter (the "Retention Period"); provided, however, that if a dispute arises in connection with this Agreement, the Retention Period will be automatically extended until the resolution of such dispute becomes final and non-appealable and all obligations of the parties one another relating to the resolution have been satisfied in full. In addition to any other rights herein or under law, at all reasonable times during the Retention Period, Cox Automotive's authorized representative (including any Supplier Management Company) may (on no less than ten (10) days prior written notice to Supplier) audit Supplier's books and records for the purpose of verifying Supplier's compliance with its obligations under this Agreement and any SOW. During any such audit, Supplier shall (i) make its books and records available for inspection by Cox Automotive's authorized representatives, who will have the right to take copies of or extracts from any records kept pursuant to this Agreement; (ii) permit Cox Automotive's authorized representatives of Cox Automotive to examine and make copies of those portions of any of Supplier's external audit opinions (including, but not limited to, the external auditor's management letter

and reports prepared in accordance with Statement of Auditing Standards No. 70, and other reports) that relate to Supplier's furnishing of the Works and/or provision of Services under this Agreement; (iii) give Cox Automotive's authorized representatives reasonable access, during regular business hours, to Supplier's officers, Supplier's Personnel and other representatives, including attorneys, accountants and others, in connection with such audit; and (iv) provide such computer and Internet access, office space, furniture, telephone, photocopying and electric service as may be necessary or desirable for Cox Automotive's authorized representatives to conduct such audit hereunder and under any Statement of Work. The costs of the audit will be borne by Cox Automotive unless the overcharge exceeds five percent (5%), in which event Supplier will bear the costs of such audit. If an auditor or certified public accountant determines that Supplier has overcharged Cox Automotive, Supplier will promptly pay to Cox Automotive the amount of the overcharge plus interest thereon at the then-current prime rate or the highest rate permitted by law, whichever is less, per annum from the date of the overcharge.

14. Safety. Supplier shall undertake and maintain all necessary safety measures ("Safety Measures") in performance of Services including (without limitation) the use of any equipment. Supplier will provide training to its Personnel on safe and proper equipment use. Supplier shall when possible use its own equipment. If Supplier uses Cox Automotive's equipment, provided Cox Automotive has approved of such use, Supplier does so at its own choice and risk. Supplier shall be responsible for all costs to repair damaged Cox Automotive equipment or, if the equipment is damaged beyond repair, in the sole discretion of Cox Automotive, Supplier shall be responsible for the full replacement value of the equipment. Supplier shall inspect all equipment (including, without limitation) any Cox Automotive equipment before use and as necessary during use to verify proper and safe functioning. Supplier is solely responsible for upkeep and maintenance of all equipment used for Services including, without limitation, Cox Automotive equipment. Supplier is responsible for timely installation and use of all necessary equipment to provide Safety Measures and shall promptly remove the equipment when it is no longer needed. Supplier shall defend, indemnify, and hold all Cox Automotive Indemnified Parties harmless from any claims by its Personnel or other parties arising from the use (including without limitation) of Cox Automotive equipment. Supplier shall immediately notify Cox Automotive by telephone and in writing within twelve (12) hours of each known incident arising directly or indirectly from the performance of the Services that result in personal injury, death or property damage. Supplier agrees that in performance of the Services it shall comply in all respect with the requirements of the Occupational Safety and Health Act of 1970.

15. Trademarks. Supplier acknowledges that this Agreement does not give Supplier any interest in or right to use any trademark, service mark, name, logo or other intellectual property right of Cox Automotive or any of its affiliates ("Cox Automotive Marks") in connection with the Services, unless Supplier receives Cox Automotive's express prior written consent. Supplier acknowledges that Cox Automotive Marks are Cox Automotive's exclusive property and that Supplier has not and will not acquire any proprietary rights under this Agreement. Supplier agrees that upon termination of this Agreement, Supplier and its Personnel shall immediately cease and discontinue all use of Cox Automotive Marks. Supplier may never utilize Cox Automotive Marks in connection with any other product or service. Supplier's breach of this provision shall be a material default, and Cox Automotive may immediately terminate this Agreement upon written notice to Supplier.

16. Assignment or Transfer. Neither party may assign or delegate its rights, duties or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Cox Automotive may assign (a) all of its rights and obligations under this Agreement to a successor-in-interest as a result of a merger or consolidation or in connection with the sale or transfer of all or substantially all of its business or assets to which this Agreement relates, or (b) any or all of its rights and obligations under this Agreement to an Affiliate, in each case, without Supplier approval. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

17. Amendments. This Agreement may not be amended, altered or modified, except by written instrument duly executed signed by the duly authorized representatives of both parties. The parties agree that this Agreement cannot be amended by conduct or course of dealing.

18. Notices. To constitute valid notice, all notices must be written and delivered as described below. Notices will be deemed delivered in the following time frames: (1) delivered when received in person by hand delivery or by courier service; or (2) in three (3) days if mailed by certified mail, return

receipt requested; or (3) on the next business day if delivered by a reliable overnight delivery service such as Federal Express, if sent to the other party at the following address or another address that any party provides, by similar notice, to the other:

If to Supplier:

As set forth in the Order Form

If to Cox Automotive:

Cox Automotive Corporate Services
6205 Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attn: Cox Automotive Supply Chain Management

With a copy to:

Cox Automotive, Inc.
6205 Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attention: Legal Department - Operations

19. Most Favored Nations. If during the Term Supplier extends terms and conditions (including rates) to any third party more favorable than the terms, conditions and rates provided to Cox Automotive, Supplier shall automatically offer Cox Automotive such more favorable terms, conditions and rates, which Cox Automotive may accept by providing notice thereof to Supplier, and in such event, this Agreement and any applicable SOW shall automatically and without further action by Supplier or Cox Automotive be amended to incorporate such terms, conditions and rates (and any conflicting terms, conditions and rates shall be of no further force or effect).

20. Assent to Terms. Unless otherwise modified by a written agreement signed by both parties hereto, this Agreement governs all of Supplier's Services. Any additional or different terms proposed by Supplier (including without limitation) (on a work order, confirmation, email, letter, invoice, or otherwise) are hereby rejected and will not be binding on Cox Automotive. Supplier's provision of Services constitutes Supplier's assent to all terms of this Agreement.

21. Supplier Diversity. Cox Automotive believes it achieves optimal performance by establishing diversity in its business practices – including developing relationships with high quality certified minority, women, veteran, service-disabled veteran, LGBT, and disabled-owned businesses as suppliers within its SCM. It is the policy of Cox Automotive that Certified Diverse Suppliers (as defined in the Ethics Standards) shall have the maximum practicable opportunity to participate in providing products and services directly to Cox Automotive or to its suppliers to the fullest extent consistent with efficient contract performance. Cox Automotive believes that this effort will enhance corporate competitiveness, increase the economic advancement of its community and is ultimately good for overall business growth. To support Cox Automotive's commitment to diversity, Cox Automotive may, at its sole discretion, request that Supplier retain resources from a Direct Subcontractor (as defined in the Ethics Standards) to provide Services contemplated under this Agreement. Supplier acknowledges and agrees that Supplier shall be solely responsible for selecting such Direct Subcontractor and confirming that such Direct Subcontractor qualifies as a "Direct Subcontractor" under the Ethics Standards. Cox Automotive shall provide Supplier with pre-negotiated fees to be paid to such Direct Subcontractor. Both parties agree that Supplier shall ensure that such Direct Subcontractor shall comply with the terms of this Agreement, and Supplier expressly assumes all liability and responsibility for such Direct Subcontractor's compliance with, or breach of, the terms of this Agreement. There are two levels of reporting based on Cox Automotive's spend with Supplier. Supplier shall participate in and fulfill the requirements of Cox Automotive's Diversity Reporting Initiative (the "Initiative") as described in the Ethics Standards, attached hereto and incorporated herein, unless one or more of the exceptions set out in the Ethics Standards apply. (A) If the total value of products and services to be provided under this Agreement equals or exceeds five hundred thousand dollars (\$500,000), Supplier shall participate in and fulfill the requirements applicable to this level of spend. And (B) if the total value of products and services to be

provided under this Agreement equals or exceeds one million dollars (\$1,000,000), then additional reporting and spend commitment obligations are applicable and set forth in the Initiative. Failure to participate in and fulfill the requirements of the Initiative will be a material breach of this Agreement by Supplier.

22. No Publicity. Supplier will not, without the prior written approval of Cox Automotive, make any public statement, press release, presentation, or other announcement relating to the existence or terms of this Agreement or the Services performed by Supplier under this Agreement.

23. General. This Agreement shall be construed under the laws of Georgia. Any obligations that by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive any such expiration, termination or cancellation. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third-party beneficiary. The parties agree to undertake any additional actions and execute any additional documents necessary or advisable to complete the transaction contemplated herein. All remedies, rights, undertakings, obligations, and agreements in this Agreement are cumulative and none limit any other remedy, right, undertaking, obligation or agreement of either party. All waivers must be in writing and signed by the duly authorized representative of the waiving party. Cox Automotive's failure to exercise any of its remedies as set forth in this Agreement or at law or in equity upon a default by Supplier shall not constitute Cox Automotive's waiver of the right to exercise such remedies on a subsequent default. Time is of the essence in the performance of this Agreement. With respect to the subject matter hereof, this Agreement and all attachments and exhibits thereto set forth the entire agreement and understanding of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties. The parties have not relied on any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. The Section headings are for convenience and ease of reference only and will not alter or modify the meaning of any section.

24. Force Majeure; Business Continuity.

24.1 Neither party is responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts shall include, but not be limited to, fires, floods, communication line failures, power failures, equipment failures, or natural disasters. Excusable delays do not include lockout, shortage of labor, lack of or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. If the act or condition beyond a party's reasonable control that prevents that party from performing any of its obligations under this Agreement continues for fifteen (15) days or more, then the other party may terminate this Agreement and/or the applicable Statement(s) of Work immediately upon notice to the non-performing party.

24.2 Supplier shall at all times maintain and comply with business continuity plans and procedures in place ("Business Continuity Plan") to enable such party to continue to provide Services as set forth herein in the event of a Force Majeure event. Supplier has delivered to the other party a copy of its Business Continuity Plan and shall provide to the other party a notice of any material changes to such Business Continuity Plan during the Term.

25. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile, email or other electronic means as if the original had been received. Each party agrees that the electronic signatures of the parties included on this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic signature" means any electronic symbol and/or process attached to or logically associated with a document and executed by a party with the intent to sign such document, including facsimile, e-mail, or other electronic signatures.

END OF DOCUMENT