VAUTO INTEGRATION TERMS AND CONDITIONS

These vAuto Integration Terms and Conditions ("**vAuto Integration Terms**") (together with all exhibits and attachments hereto, and including the applicable Participation Form, collectively this **"Agreement"**), is entered into by and between vAuto, Inc. a Delaware corporation, with its principal place of business located at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328 (**"vAuto "**) and Provider, and is effective as of the Effective Date.

1. Definitions. All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the applicable Participation Form.

   (a) "**Acceptance Date**" means the earlier of (i) the date upon which the Provider Integration is accepted by Provider in accordance with Section 2(d) herein, or (ii) within ninety (90) days after the Effective Date.

   (b) "**Affiliate**" means any entity that directly or indirectly (through one or more intermediaries) Controls, is Controlled by, or is under common Control with vAuto or Provider.

   (c) "**Annual Module Integration Fee**" means the annual fee set forth in the applicable Participation Form that is payable by Provider for each Integration Module selected by Provider.

   (d) "**Confidential Information**" means all information or materials provided or otherwise disclosed by or on behalf of Disclosing Party to the Receiving Party in connection with this Agreement, 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. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Receiving Party; (ii) 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; (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; (iv) is developed independently by the Receiving Party; or (v) was generally made available to third parties by the Disclosing Party without restrictions similar to those imposed under this Agreement. Specifications will be deemed to be the Confidential Information of vAuto. Notwithstanding anything to the contrary in this Agreement, Data will not be deemed to be Confidential Information of either Party.

   (e) "**Control**" means ownership or control, directly or indirectly, of more than fifty percent (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.

   (f) "**Customer Information**" means "customer information" as defined in the U.S. Gramm Leach-Bliley-Act of 1999 and 16 C.F.R. Part 314.2.

   (g) "**Data**" means data to be transmitted by or on behalf of Mutual Dealer Clients (including by Provider) through the Provider Integration or through the vAuto Interface, in each case as set forth in the applicable Participation Form or as otherwise mutually agreed upon in writing by the Parties.

(h) "**Disclosing Party**" means the Party that provides Confidential Information to the Receiving Party (or on behalf of which Confidential Information is provided) in connection with this Agreement.

(i) "**Effective Date**" means the date upon which the Provider signed the applicable Participation Form.

(j) "**Email Notice**" means in the case of notice from: (i) Provider to vAuto, an email to emailnotices@coxautoinc.com; or (ii) vAuto to Provider, an email to the email address provided in the applicable Participation Form.

(k) "**Enrollment Fee**" means the one-time fee payable by Provider to vAuto for participation in the Program, as set forth in the applicable Participation Form.

(l) "**Feedback**" means any information, suggestions, ideas, enhancement requests, recommendations, comments and other feedback that Provider may disclose, transmit, suggest or offer to vAuto with respect to the vAuto System or the vAuto Interface.

(m) "**Fees**" means, collectively, all fees due and payable from Provider to vAuto pursuant to the applicable Participation Form, including the Enrollment Fee, Monthly Integration Fees, and the Annual Module Integration Fees.

(n) "**Initial Term**" has the meaning set forth in Section 6(a).

(o) "**Integration Modules**" means those modules of the vAuto System as set forth in , attached hereto, which Provider may select to be integrated with the Provider Integration.

(p) "**Laws**" means all applicable federal, state and local laws, regulations, rules, ordinances and other decrees of any governmental authority.

(q) "**Legal Notice**" means written notification to the following addresses: (i) if from Provider to vAuto, then to vAuto, Inc., 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, with a copy to vAuto, Inc., 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attention: Legal Services, and another copy sent via email to the vAuto email address used for Email Notice, and if applicable, to the vAuto address specified in the applicable Participation Form; or (ii) if from vAuto to Provider, then to the address provided on the applicable Participation Form.

(r) "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.

(s) "**Marks**" means any name, logo, trademark or service mark of either Party, as may be changed by such Party from time to time.

(t) "**Monthly Integration Fees**" means the monthly fees payable by Provider for each Mutual Dealer Client, as set forth in the applicable Participation Form.

(u) "**Mutual Dealer Client Agreement**" means an agreement between either Party and a Mutual Dealer Client with respect to access to its respective System.

(v) "**Mutual Dealer Clients**" means any Provider Dealer Client that is also a vAuto Dealer Client and subscribes to participate in the Program.

(w) "**Participation Form**" means the ordering document between vAuto and Provider, under which Provider selects certain Integration Modules for Integration with the vAuto System.

(x) "**Party**" means vAuto or Provider, as applicable; and "**Parties**" means vAuto and Provider, collectively.

(y) "**Personnel**" means agents, employees, officers, directors or contractors employed, engaged or appointed by a Party hereunder.

(z) "**Program**" means the integration platform offered by vAuto that provides various technology vendors, such as Provider, with the ability to integrate with Data, via vAuto's suite of Integration Modules.

(aa) "**Provider**" means the entity identified as such on the applicable Participation Form.

(bb) "**Provider Dealer Clients**" means Provider's automotive dealership clients that have a Subscription to the Provider System.

(cc) "**Provider Integration**" means the integration between the Provider System and the vAuto System via the vAuto Interface, as certified by vAuto.

(dd) "**Provider System**" means the system set forth in the applicable Participation Form, operated by Provider for Provider Dealer Clients.

(ee) "**Receiving Party**" means the Party that receives Confidential Information from the Disclosing Party in connection with this Agreement.

(ff) "**Renewal Term**" has the meaning set forth in Section 6(a).

(gg) "**Specifications**" means the documentation to be provided by vAuto to Provider, which will include, among other things, the specifications, standards, formats and other requirements related to the Provider Integration.

(hh) "**Subscription**" means the right to access and use an Integration Module during the applicable Term, subject to payment of Fees as set forth in the applicable Participation Form.

(ii) "**System**" means, with respect to vAuto, the vAuto System, and with respect to Provider, the Provider System.

(jj) (ii) "**Term**" has the meaning set forth in Section 6(a).

(kk) "**Third Party vAuto Integration**" means any integration between the vAuto System and any system or application other than the Provider System.

(ll) "**vAuto Dealer Clients**" means vAuto's automotive dealership clients that have a Subscription to the vAuto System.

(mm) "**vAuto Interface**" means an application program interface (API) that allows the Provider System to request Data from the vAuto System.

(nn) "**vAuto System**" means the vehicle inventory system and appraisal system operated by vAuto.

2. Integration.

(a) Specifications. Provider will develop and maintain the Provider Integration and the Provider System in accordance with this Agreement. Provider may not use the Specifications for any other purpose other than in accordance with the foregoing.

Development Schedule and Testing. The Parties will work together in good faith to finalize a timeline for performing their respective obligations relating to the development of the Provider Integration. Each Party will proceed with its respective obligations diligently and in good faith and use commercially reasonable efforts to allocate appropriately skilled Personnel and other resources as necessary to complete the development of the Provider Integration in accordance with the timeline mutually agreed upon by the Parties. Upon completion of the development work, the Parties will test the Provider Integration pursuant to vAuto's standard quality assurance procedures. The Parties will work diligently and in good faith to correct any issues that may arise during the testing phase.

(b) Technology Requirement. Provider acknowledges and agrees that the Provider Integration will be developed and operated in such a way that does not allow Provider to query the vAuto System for any Data not intended to be transmitted through the Program or any other data not authorized for the Provider to access by the Mutual Dealer Clients. Notwithstanding the foregoing, vAuto acknowledges that the Data intended to be transmitted through the Program is reflected by the web services specifications currently linked to from the website specified in Exhibit A, attached hereto.

(c) Maintenance. vAuto will use commercially reasonable efforts to maintain the vAuto System and the vAuto Interface so that the Provider System will be capable of transmitting Data to and receiving Data from the vAuto System through the Provider Integration. Provider will use commercially reasonable efforts to maintain the Provider System and the Provider Integration so that the vAuto System will be capable of receiving Data from and transmitting Data to the Provider System through the vAuto Interface.

(d) Acceptance of Data. Subject to Provider's performance of its obligations under this Agreement and without limiting vAuto's rights under any agreement between vAuto and vAuto Dealer Clients, vAuto may accept Data transmitted by or on behalf of any Mutual Dealer Client via the Provider Integration for processing in the Integration Modules, in vAuto's sole discretion. Subject to vAuto's performance of its obligations under this Agreement and without limiting Provider's rights under any agreement between Provider and the Provider Dealer Clients, Provider will accept Data transmitted by or on behalf of any Mutual Dealer Client via the vAuto Interface for processing in such portions of the Provider System that are integrated with the vAuto System pursuant to this Agreement, as set forth in the applicable Participation Form.

(e) Integration Module(s). Provider has the option to select to have the Provider System integrated with one or more Integration Modules. Provider may not use the Provider

Integration for any product or system other than the Provider System set forth in the applicable Participation Form.

(f) Installation. Each Party will be responsible for promptly installing and setting up the software applications and tools associated with its respective System.

(g) Cooperation. The Parties will reasonably assist and cooperate with each other with respect to issues that may arise from time to time in connection with the development, maintenance and operation of the Provider Integration and vAuto Interface. Each Party will assign a relationship manager to act as the primary liaison with respect to the relationship established hereunder.

(h) Operation by Provider. Provider may not operate, manage, or modify the Provider System and the Provider Integration in any manner that will knowingly disrupt or degrade the performance of the vAuto Interface or the vAuto System; provided, however, that the foregoing will not apply to any modifications necessary in order to comply with applicable Laws, in which case Provider will give vAuto reasonable advance Email Notice thereof. In the event of any degradation or adverse impact to the vAuto System, upon notification from vAuto, Provider will investigate the cause of issue and promptly terminate those processes causing such degradation or adverse impact and implement any necessary changes to the Provider System to prevent such degradation or adverse impact from reoccurring. Notwithstanding the foregoing, vAuto may temporarily suspend Provider's access to the vAuto Interface and vAuto System until such changes are made. Nothing in this Agreement will: (i) prevent Provider from making changes to the Provider System that will not affect the functioning of the vAuto Interface or the vAuto System; and (ii) require vAuto to modify the vAuto System or the vAuto Interface for any changes that Provider makes to the Provider System or the Provider Integration.

(i) Modifications by vAuto. vAuto may make modifications to the vAuto System and/or the vAuto Interface as vAuto deems reasonably necessary or appropriate for the operation or improvement of the vAuto System. If vAuto believes that any such modifications would require Provider to make modifications to the Provider System and/or the Provider Integration in order to maintain its functionality, vAuto will give Provider at least thirty (30) days' advance Email Notice of such modifications; provided, that, vAuto may give less notice if such modification is necessary to comply with applicable Laws. Provider will, at its expense, make the necessary changes to the Provider System and/or the Provider Integration in order to maintain its functionality. The Parties will establish a mutually agreeable schedule for making such changes properly and in a timely and expeditious manner.

(j) No Guarantees of Dealer Participation. Provider acknowledges that the Provider Integration for each Integration Module will only be provided for those Mutual Dealer Clients that provide explicit permission for Provider to access their vAuto System. vAuto makes no guarantees or representations regarding the participation of dealers in the Program, or that Mutual Dealer Clients will provide such explicit permission.

3. Fees and Payments.

(a) Fees. All vAuto invoices are due net thirty (30) days from invoice date. In exchange for the rights granted to Provider herein, Provider will pay to vAuto the Fees in the manner provided in the applicable Participation Form. Unless otherwise specified in this Agreement, all Fees are: (i) non-refundable; and (ii) payable in United States Dollars.

(b) Late Fees and Payment Disputes. vAuto may charge interest on any payment not made when due at a rate equal to the lesser of one and a half percent (1.5%) per month, or the maximum rate allowed under applicable Law. Provider will also be liable for all collection agency fees and reasonable attorneys' fees payable by vAuto or its Affiliates in connection with enforcing Provider's payment obligations. In the event of any dispute with respect to an invoice, Provider must notify vAuto in writing of, and provide a good faith basis for, such dispute within ninety (90) days of the date such amounts are due.

(c) Taxes. Except for taxes based upon the net income and personal property of vAuto, as between the Parties, Provider will be solely responsible for paying to vAuto or the relevant taxing authority, as reasonably applicable, any taxes or other assessments imposed by governmental authorities in connection with this Agreement.

(d) Fee Adjustments and Increases. After the Initial Term, vAuto reserves the right to increase any of the Fees at any time, but only once each calendar year, by providing Email Notice to Provider at least forty-five (45) days in advance.

(e) Billing and Collection. Provider will be responsible for the billing and collection from Mutual Dealer Clients for amounts owing in connection with the Provider System (including with respect to the Provider Integration). vAuto will be responsible for the billing and collection from Mutual Dealer Clients for amounts owing in connection with the vAuto System (including with respect to the vAuto Interface).

(f) Pricing. vAuto will contract with Mutual Dealer Clients with regard to the vAuto System and Provider will contract with Provider Dealer Clients with regard to the Provider System (in each case, including with respect to the Provider Integration). Each Party will set all prices for its respective System; provided, however, that in no event may Provider charge a Mutual Dealer Client any monthly integration-related fees or surcharges relating to this Agreement in an amount that is greater than two (2) times the Monthly Integration Fees charged by vAuto to Provider. vAuto may, upon written notice to Provider, audit (or retain a third party to audit) the books and records of Provider related to its compliance with the foregoing.

4. Proprietary Rights and Licenses.

(a) Rights Grant. Conditioned upon Provider's compliance with the terms and conditions of this Agreement, vAuto hereby grants Provider a limited, non-transferable, non-sublicensable, revocable right and license to access and use the vAuto Interface solely in connection with the Integration Modules set forth in the applicable Participation Form.

(b) Ownership. Except for the rights expressly granted to Provider under this Agreement, Provider will not have any right, title or interest in or to the vAuto System and the vAuto Interface, or any other technology, materials or intellectual property of vAuto and its licensors, and nothing herein will effect a transfer of any intellectual property rights or any other ownership rights away from vAuto or its licensors. vAuto and its licensors reserve and retain all of their intellectual property rights and ownership rights to the vAuto System and the vAuto Interface, including any and all enhancements thereto conceived, made or implemented during all phases of development and release thereof.

(c) Provider Feedback. Provider also acknowledges and agrees that any Feedback from Provider or its Personnel is submitted without any restrictions or expectations of

confidentiality. As such, Provider hereby permits vAuto to use, to allow others to use, or to assign the right to use, without compensation, restriction or further obligation of any kind, any Feedback for any purpose whatsoever, including publication or the creation of any intellectual property or derivative works of or relating to any Feedback.

(d) Marketing and Marks.

(i) Provider Marks. Provider grants vAuto and its Affiliates a non-exclusive, non-transferable, royalty-free license to use the Provider Marks in connection with the Provider Integration, including the listing of Provider as a partner in marketing materials and on its website. vAuto acknowledges that no other rights or licenses are being granted to vAuto with respect to any Provider Marks, and vAuto will obtain the written consent of Provider prior to any use or display of any Provider Mark. Provider will retain all intellectual property rights and all ownership rights in and to the Provider Marks.

(ii) vAuto Marks. vAuto grants Provider a non-exclusive, non-transferable, royalty free license to use the vAuto Marks in connection with marketing the Provider Integration to Provider Dealer Clients. Provider acknowledges that no other rights or licenses are being granted to Provider with respect to any vAuto Marks, and Provider will obtain the written consent of vAuto prior to any use or display of any vAuto Mark. vAuto will retain all intellectual property rights and all ownership rights in and to the vAuto Marks.

(iii) Quality Standards. In connection with the operation of each of its respective business, each Party will not (or allow others under its control or direction to) engage in any practice or other activity that is or likely to be detrimental to the goodwill associated with the other Party's Marks, or the products or services that such other Party offers, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws or advertising rules and regulations. Upon request, each Party will promptly alter or discontinue any particular use of the other Party's Marks if such other Party believes that does not comply with this Section 4(d)(iii).

(iv) Marketing. Provider will use commercially reasonable efforts to market the Provider Integration to Provider Dealer Clients. The Parties will work together in good faith to pursue joint marketing, co-branding and promotional opportunities for the purpose of mutually promoting the vAuto Interface and the Provider Integration. Provider will not promote, market, sell or license any Third Party vAuto Integration without vAuto's prior written consent.

5. Security.

(a) Each Party acknowledges and agrees that, as between the Parties, it is solely responsible for the security of all Data on its respective System. Each Party will: (i) adopt and maintain physical, technical and administrative safeguards and procedures reasonably designed to prevent unauthorized access or harm to the other Party's System; (ii) use commercially reasonable efforts to avoid introducing Malicious Code into the other Party's System; and (iii) maintain and periodically test the efficacy of appropriate information security programs and measures designed to ensure the security and confidentiality of any Customer Information, protect against anticipated threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information

that could result in substantial harm to any customer of either Party (or any customer of either Party's customers). For purposes of this Section 5(a), references to a Party's System shall include, in the case of Provider, the Provider Integration, and in the case of vAuto, the vAuto Interface.

(b) During the Term, vAuto may, at its expense and upon reasonable advance notice to Provider, audit (or retain a third party to audit) the Provider System (and Provider Integration) to determine compliance with the security obligations under Section 5; provided, however, that (i) any such audits will be conducted during normal business hours on a date mutually agreed upon by the Parties, and (ii) such audits will not unreasonably interfere with Provider's business.

6. Term and Termination.

(a) Term. The term of this Agreement will commence on the Effective Date, and unless earlier terminated as provided herein, will continue for a period of one (1) year (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement will automatically renew for successive, one (1) year renewal terms (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**"), unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the end of the then-current Term.

(b) Termination Rights. Either Party may immediately terminate this Agreement: (i) if the other Party commits a material breach of this Agreement and such breach has not been cured within thirty (30) days after receiving Legal Notice of such; (ii) upon the initiation of any bankruptcy, insolvency or other similar proceeding against the other Party; or (iii) either Party ceases to offer its respective System generally for any reason. Either Party may terminate this Agreement upon thirty (30) days' Legal Notice if any change occurs in the legal or regulatory requirements applicable to this Agreement that would render the performance of a material obligation of the terminating Party hereunder illegal or otherwise subject to legal challenge, unless performance of such material obligation is waived in writing by the other Party. In addition, vAuto may terminate this Agreement (1) upon ninety (90) days' Legal Notice at any time; (2) immediately upon Legal Notice in the event that any party acquires a controlling interest in Provider after the Effective Date; or (3) with respect to any particular Mutual Dealer Client, upon written instructions from such Mutual Dealer Client to do so, or upon learning that Provider's agreement with the Mutual Dealer Client has terminated or expired. In this regard, Provider will promptly inform vAuto if Provider's agreement with any Mutual Dealer Client terminates or expires.

(c) Effect of Termination. Within thirty (30) days following any termination or expiration of this Agreement, all licenses hereunder will terminate, Provider will disable the Provider Integration, and vAuto will terminate Provider's access to the vAuto Interface. Additionally, each Party will discontinue its use of the other Party's Marks in relation to this Agreement and remove all references to the other Party's Marks on its respective websites and marketing materials.

7. Confidential Information.

(a) Confidentiality Obligations. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the services set forth in this Agreement, and (except as otherwise authorized by the Disclosing Party in writing) disclose Confidential Information of the Disclosing Party only to its Personnel who need to know such information for purposes of fulfilling such Party's obligations or

exercising such Party's rights relating to this Agreement. 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.

(b) 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 Agreement, the Receiving Party will promptly notify the Disclosing Party of the request with a prompt Legal 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. This Section 7(b) will survive any termination of this Agreement.

(c) 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 Affiliate may be entitled.

(d) 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 any implied rights or license to the Confidential Information of the other Party.

(e) Return of Confidential Information. Upon termination or expiration of this Agreement, or upon the Disclosing Party's request, the Receiving Party will promptly return (or at the Disclosing Party's request, destroy) all Confidential Information of the Disclosing Party (except Confidential Information of the Disclosing Party that is transmitted by or through the Provider Integration), and certify to the Disclosing Party in writing that it has done so; provided, however, that the Receiving Party may retain one copy for archival purposes.

8. Representations and Warranties. Each Party represents and warrants to the other Party that it:

(a) will comply at all times with all applicable Laws; and

(b) has and will have during the Term, sufficient rights to grant the rights it grants in this Agreement, including any necessary rights, approvals or consents from the Mutual Dealer Clients and from any other third party, and any release related to any rights of privacy or publicity, as may be necessary to fulfill its obligations hereunder.

9. Indemnification.

(a) By vAuto. vAuto will defend and indemnify Provider 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 arises from (i) any failure of vAuto to obtain any necessary consent to provide the

vAuto Interface and/or to transmit Data via the vAuto Interface; (ii) an allegation that the vAuto System, vAuto Interface or vAuto Marks in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights; or (iii) any claim with respect to the willful misconduct or gross negligence of vAuto.

(b) By Provider. Provider will defend and indemnify vAuto 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 arises from (i) any failure of Provider to obtain any necessary consent to provide the Provider Integration and/or to transmit Data via the Provider Integration; (ii) an allegation that the use of the Provider System, Provider Integration or Provider Marks in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights; or (iii) any claim with respect to the willful misconduct or gross negligence of Provider.

(c) Infringement Claims. If a Party's System or Marks are, in such Party's sole discretion, likely to become subject to a claim of infringement, such Party, at its option and expense, will either: (i) procure a license or right for the other Party to continue using the System and/or the Marks; or (ii) modify its System and/or Marks to make it non-infringing in a manner that does not materially impair its functionality. If neither of the foregoing two options is reasonably available to such Party, then either Party may terminate this Agreement upon Legal Notice to the other Party. Except for the indemnity obligations set forth in this Section 9, the foregoing will be the other Party's sole and exclusive remedy and the infringing Party's sole and exclusive obligation with respect to any infringement claims relating to its System and/or Marks.

10. Limitations of Liability.

(a) LIABILITY LIMITATIONS. NEITHER PARTY (INCLUDING, IN THE CASE OF VAUTO, ITS AFFILIATES) WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, MULTIPLE, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY 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). ADDITIONALLY, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF VAUTO AND ITS AFFILIATES, ON THE ONE HAND, AND PROVIDER, ON THE OTHER HAND, WILL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT PAID BY PROVIDER TO VAUTO UNDER THE APPLICABLE PARTICIPATION FORM IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (II) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OR THE BREACH THEREOF; (III) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (IV) A PARTY'S BREACH OF APPLICABLE PRIVACY LAWS.

(b) DISCLAIMER. THE VAUTO INTERFACE AND THE PROVIDER INTEGRATION ARE INTENDED ONLY TO FACILITATE THE MANAGEMENT AND OPERATION

OF CERTAIN ASPECTS OF PROVIDER'S (OR MUTUAL DEALER CLIENTS') BUSINESS AT THE APPLICABLE LOCATIONS. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, NEITHER VAUTO NOR ANY OF ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY TO PROVIDER OR ANY OTHER PERSON WITH RESPECT TO THE VAUTO INTERFACE OR THE PROVIDER INTEGRATION, EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF SUITABILITY, LEGALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE OR NATURE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (I) VAUTO WILL HAVE NO DUTY TO VERIFY THE CONTENT OR ACCURACY OF, OR TO ANALYZE IN ANY MANNER, THE DATA; (II) VAUTO SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY TO PROVIDER RESULTING FROM OR RELATING TO ANY ACTIONS BY A MUTUAL DEALER CLIENT, OR ANY BREACH BY A MUTUAL DEALER CLIENT OF ANY APPLICABLE MUTUAL DEALER CLIENT AGREEMENT; AND (III) VAUTO MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT THAT THE VAUTO INTERFACE OR THE PROVIDER INTEGRATION WILL OPERATE ERROR-FREE, WITHOUT INTERRUPTION OR IN ACCORDANCE WITH ANY SPECIFICATIONS, OR THAT THE VAUTO INTERFACE OR THE PROVIDER INTEGRATION IS SUITABLE FOR ANY SPECIFIC PURPOSE, INCLUDING ANY ADVICE REGARDING THE VALUE, COSTS, PROFIT TARGETS, QUALITY OR SUITABILITY OF ANY PARTICULAR TRANSACTION, SALES STRATEGY OR OTHER BUSINESS PRACTICE. ANY RELIANCE BY PROVIDER UPON ANY DATA OR THE VAUTO INTERFACE WILL NOT DIMINISH THIS DISCLAIMER.

11. Arbitration and Class Waiver.

(a) Arbitration. Provider and vAuto agree to arbitrate any dispute or claim that it may have with vAuto or its Affiliates that arises out of or relates in any way to this Agreement or Provider's use of or access to the Provider Integration. Such arbitration will be final and binding. Any such arbitration will be governed by the provisions of this Section 11.

(b) Class Waiver. Any arbitration proceeding under this Section 11 will take place on an individual basis. Class arbitrations and class or representative proceedings of any kind are not permitted, and each Party expressly waives its ability to participate in a class or representative proceeding against vAuto or its Affiliates. If the arbitration clause is found inapplicable to a dispute, this class waiver will continue to apply in litigation. Each Party agrees that this class waiver is an essential element of the Agreement between Provider and vAuto and that this class waiver may not be severed. In the event that this class waiver is deemed invalid or unenforceable, then the entire agreement to arbitrate in this Section 11 will be null and void.

(c) Arbitrator Authority. Any dispute or claim subject to arbitration pursuant to this Section 11 must be submitted to binding arbitration before a single arbitrator administered by JAMS pursuant to JAMS Streamlined Rules. The arbitrator will be bound by and will strictly enforce this Agreement and any applicable Participation Forms between Provider and vAuto, including any limitations of liability contained therein, and may not limit, expand or otherwise modify any of the provisions of the foregoing. Any arbitration will be held in Atlanta, Georgia, unless otherwise agreed upon by the Parties in writing. Each Party will bear its own expenses in the arbitration and will share equally the costs of the

arbitration; provided, however, that the arbitrator will award the applicable Party any costs and fees to which it may be entitled under Section 9 in connection with any indemnification claim. Each Party agrees that its transactions with the other Party evidence transactions in interstate commerce, and that the Federal Arbitration Act therefore governs the interpretation and enforcement of this Section 11 (notwithstanding the application of Georgia Law to any underlying claims). Provider also agrees that this Section 11 survives any termination of this Agreement.

12. Miscellaneous.

(a) Mutual Dealer Client Agreements. This Agreement does not alter any rights or obligations of either Party as set forth in any Mutual Dealer Client Agreement, including, for clarity, with respect to Data.

(b) Notices. All Legal Notices required or permitted to be given by a Party must be (i) in writing, (ii) sent by commercial delivery service or certified mail, return receipt requested, and (iii) deemed to have been given on the date set forth in the records of the delivery service or on the return receipt. Email Notices will be deemed to have been given upon receipt of the email (regardless of whether the email is opened), which may be evidenced by "delivery receipt" received by the sender.

(c) Governing Law and Forum. This Agreement will be governed and construed in accordance with the Laws of the State of Georgia, without regard to its conflict of Laws principles. Any dispute that arises or relates to this Agreement will be filed exclusively in a state or federal court located in Fulton County, Georgia, and the Parties expressly waive any challenge to the jurisdiction or venue of such courts.

(d) Order of Precedence. In the event of any conflict in contract terms, and unless otherwise specified expressly on the applicable Participation Form, the order of precedence will be, from highest to lowest priority: (i) the terms appearing in the applicable Participation Form, (ii) the terms of any Exhibits or other attachments, and (iii) the terms of these vAuto Integration Terms. Contract terms will not be interpreted strictly against a Party by virtue of such Party's role in preparing or drafting them.

(e) Entire Agreement. This Agreement, including all applicable Participation Forms, Exhibits and other attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect to such matters, whether oral or written.

(f) Signatures. Electronic signatures will be considered original signatures.

(g) Force Majeure; Other Interruptions. Except as provided in this Section 12(g), neither of the Parties shall be liable to the other Party for any loss, injury, delay, damages or other casualty suffered or incurred by such other Party arising out of any delay, inability to perform or interruption of its performance of its obligations under this Agreement (a "**Force Majeure Interruption**") as a result of any strike, riot, storm, fire, explosion, act of God, war, act of terrorism, action of any government or any other cause beyond the reasonable control of the Party (any such event, a "**Force Majeure Event**"), and failure or delay by any party in performing any of its obligations under this Agreement due to a Force Majeure Event will not be considered as a breach of this Agreement; *provided, however,* that the Party that has incurred such delay, inability to perform or interruption of its performance shall notify the other Party by Email Notice as promptly as reasonably

practicable after the occurrence of such Force Majeure Event and shall, to the extent reasonable and lawful, use its reasonable efforts to remove or remedy such Force Majeure Event.

In the event that Provider's access to the vAuto Interface and vAuto System is materially interrupted (or materially denigrated) by reason of a Force Majeure Interruption of vAuto, Provider shall be entitled to (i) a pro rata credit (or, if applicable because such access is not restored, a refund) of the applicable portion of the Monthly Subscription Fee(s) paid or owed during the period of such Force Majeure Interruption (with any partial month prorated), and (ii) to terminate such applicable Participation Form if such Force Majeure Interruption is for a period of thirty (30) days or longer without reasonable attempt by vAuto to cure and address ("**Remedy for Force Majeure Interruption**"). In the event Provider elects a Remedy for Force Majeure Interruption, the Parties agree it shall be Provider's sole and exclusive remedy for any cause of action under this Agreement.

(h) Amendments and Modifications. Any amendments or modifications of this Agreement (including an applicable Participation Form) will only be effective if in writing and signed by each Party.

(i) Independent Contractor. Each Party, in all matters relating to this Agreement, will act as an independent contractor of the other Party. Neither Party will have authority nor represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent the other Party as an agent, employee or in any other capacity. Neither execution nor performance of this Agreement will be construed to have established any agency, joint venture or partnership.

(j) Third Party Beneficiaries. This Agreement is intended for the benefit of the Parties only and nothing contained herein will be deemed to give any third party any intended or incidental claim or right of action against Provider or vAuto that does not otherwise exist without regard to this Agreement.

(k) Non-Waiver and Severability. The failure of either Party to enforce any provision of this Agreement will not be deemed a waiver of such provision or the right of such Party thereafter to enforce such provision. If any provision is deemed invalid or prohibited by Law, such provision will, if possible, be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law. In any event, the remainder of the provisions will remain in full force and effect.

(l) Headings. The headings used in these vAuto Integration Terms are used for convenience only and are not to be considered in construing or interpreting these vAuto Integration Terms.

(m) Remedies Cumulative. Except as otherwise expressly provided otherwise, all remedies provided herein are cumulative and in addition to and not in lieu of any other remedies available to a Party in connection with this Agreement, or at law or in equity.

(n) Survival. Sections 1 (Definitions), 3 (Fees and Payments, but solely until all outstanding Fees not reasonably in dispute have been paid); 4 (Proprietary Rights and Licenses), 6 (Term and Termination), 7 (Confidential Information), 8 (Representations and Warranties), 9 (Indemnification), 10 (Limitations of Liability), 11 (Arbitration and Class Waiver), and 12 (Miscellaneous) will survive the termination of this Agreement. In addition, any cause

of action or claim of either Party, whether in Law or in equity, shall survive the termination of this Agreement.

(o) Assignment. Provider may not assign this Agreement or any rights or obligations hereunder, whether by operation of Law or otherwise, without the prior written consent of vAuto (which may be withheld in its sole discretion). vAuto may assign this Agreement upon Legal Notice to Provider.

EXHIBIT A

INTEGRATION MODULES

a. **Appraisal**: https://www2.vauto.com/Va.Ws/v3_2/Instructions.html