VINSOLUTIONS INTEGRATION TERMS

The VinSolutions Integration Terms below (together with all exhibits and attachments hereto) (these *"Integration Terms"*) govern any Participation Form that references them.

1. Definitions.

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

    (b) *"Attachment"* means any attachment that is incorporated by reference into any applicable Participation Form.

    (c) *"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 these Integration Terms. Notwithstanding anything to the contrary in these Integration Terms, Data will not be deemed to be Confidential Information of either Party.

    (d) *"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.

    (e) *"Customer Information"* means "customer information" as defined in 16 C.F.R. § 314.2(b).

    (f) *"Data"* means data to be submitted by Mutual Dealer Clients through the Provider Integration or through the VinSolutions Interface.

    (g) *"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 a Participation Form.

    (h) *"Effective Date"* means the effective date set forth in the applicable Participation Form.

    (i) *"Email Notice"* means email notification to the email addresses for each Party as set forth in the Participation Form.

    (j) *"Feedback"* means any information, suggestions, ideas, enhancement requests, recommendations, comments and other feedback that Provider may disclose, transmit,

suggest or offer to VinSolutions with respect to the VinSolutions System or the VinSolutions Interface.

(k) **"Fees"** means, collectively, all fees due and payable from Provider to VinSolutions pursuant to the applicable Participation Form.

(l) **"Go Live Date"** means the date upon which the integration between the Provider Integration and the VinSolutions Interface is complete and ready for production use.

(m) **"Initial Term"** has the meaning set forth in Section 7(a).

(n) **"Integration Modules"** means those modules of the VinSolutions System as set forth in Exhibit A, which Provider may select on the applicable Participation Form to be integrated with the Provider Integration.

(o) **"Integration Terms"** has the meaning set forth in the preamble above.

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

(q) **"Legal Notice"** means written notification to the following addressees: (i) if from Provider to VinSolutions, then to VinSolutions, Inc., 5700 Broadmoor Street, Suite 900, Mission, Kansas 66202, Attention: Vice President/General Manager, with a copy to Cox Automotive, Inc., 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attn: Legal Department, and another copy sent via email to the VinSolutions email address used for Email Notice, and if applicable, to the VinSolutions address specified in the applicable Participation Form; or (ii) if from VinSolutions 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 or malicious code, files, scripts, agents or programs.

(s) **"Marks"** means any name, logo, trademark or service mark of either Party.

(t) **"Mutual Dealer Clients"** means any VinSolutions Dealer Client that subscribes or otherwise contracts with Provider for the Provider Solution.

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

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

(w) **"Provider"** is the entity identified as such on the Participation Form.

(x) **"Provider Dealer Clients"** means Provider's automotive dealership clients that have a subscription to the Provider Solution.

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(y)   ***"Provider Integration"*** means the integration between the Provider Solution and the VinSolutions System via the VinSolutions Interface as part of VinSolutions Partnership Program, and as certified by VinSolutions.

(z)   ***"Provider Solution"*** means the Provider solution set forth in the applicable Participation Form.

(aa)   ***"Receiving Party"*** means the Party that receives Confidential Information from the Disclosing Party in connection with a Participation Form.

(bb)   ***"Renewal Term"*** has the meaning set forth in Section 7(a).

(cc)   ***"Specifications"*** means the documentation to be provided by VinSolutions to Provider, which will include, among other things, the specifications, standards, formats and other requirements related to the Provider Integration. The Specifications will be deemed to be the Confidential Information of VinSolutions, and Provider may not use the Specifications for any purpose other than to develop, integrate and maintain the Provider Integration in accordance with the Specifications.

(dd)   ***"Term"*** has the meaning set forth in Section 7(a).

(ee)   ***"Third Party"*** means an entity or person that is neither a Party, nor an Affiliate of a Party. Third Parties may include mutual dealer clients and original equipment manufacturers, as applicable.

(ff)   ***"VinSolutions"*** means VinSolutions, Inc., a Delaware corporation, with its principal place of business located at 5700 Broadmoor Street, Suite 900, Mission, Kansas 66202.

(gg)   ***"VinSolutions Dealer Clients"*** means VinSolutions' automotive dealership clients that have a subscription to the VinSolutions System.

(hh)   ***"VinSolutions Interface"*** means VinSolutions' API and/or webhook that enables (i) Data generated on the VinSolutions System to be submitted to the Provider Solution, and (ii) the VinSolutions System to receive Data transmitted from the Provider Solution.

(ii)   ***"VinSolutions System"*** means VinSolutions Connect CRM system, including the Integration Modules and any other modules incorporated therein.

2.   <u>Integration</u>.

(a)   <u>Development Schedule and Testing</u>. 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 Specifications and within the time period as mutually agreed upon by the Parties. Upon completion of the development work, the Parties will test the Provider Integration pursuant to VinSolutions' 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 VinSolutions System for any data not intended to be transmitted to the Provider Solution or any other data not authorized for the Provider to access by the Mutual Dealer Clients.

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

(d)   Transmission and Acceptance of Data.

    (i)   Subject to Provider's performance of its obligations under the applicable Participation Form (including these Integration Terms) and without limiting VinSolutions' rights under any agreement between VinSolutions and the VinSolutions Dealer Clients, VinSolutions will accept Data submitted by or on behalf of any Mutual Dealer Client via the Provider Integration for processing in the Integration Modules. Subject to VinSolutions' performance of its obligations under the applicable Participation Form (including these Integration Terms) and without limiting Provider's rights under any agreement between Provider and the Provider Dealer Clients, Provider will accept Data submitted by or on behalf of any Mutual Dealer Client via the VinSolutions Interface for processing in such portions of the Provider Solution that are integrated with the VinSolutions System.

    (ii)   VinSolutions reserves the right to exclude certain data from being transmitted to the Provider Integration via the VinSolutions Interface in VinSolutions' reasonable discretion, including in order to comply with the terms of VinSolutions' agreements with its third-party licensors and providers.

    (iii)   Provider will not use any means or form of scraping or data extraction (except as permitted under the applicable Participation Form and these Integration Terms) to access any VinSolutions products unless approved in advance in writing by VinSolutions.

(e)   Integration Modules. Provider has the option to select to have the Provider Solution integrated with one or more Integration Modules. Provider may not use the Provider Integration for any product or system other than the Provider Solution set forth in the applicable Participation Form.

(f)   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 VinSolutions Interface.

(g)   Go Live Date. The Parties will use commercially reasonable efforts to cause the Go Live Date to occur by the date set forth on the Participation Form. In the event that the Go Live Date does not occur by such date, VinSolutions reserves the right to terminate the applicable Participation Form upon written notice to Provider.

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(h) <u>Operation by Provider</u>. Provider may not operate, manage, or modify the Provider Solution and the Provider Integration in any manner that will knowingly disrupt or degrade the performance of the VinSolutions Interface or the VinSolutions System; provided, however, that the foregoing will not apply any modifications necessary in order to comply with applicable Laws, in which case Provider will give VinSolutions reasonable advance Email Notice thereof. In the event of any degradation or adverse impact to the VinSolutions System, upon notification from VinSolutions, 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 Solution to prevent such degradation or adverse impact from reoccurring. Notwithstanding the foregoing, VinSolutions may temporarily suspend Provider's access to the VinSolutions Interface and VinSolutions System until such changes are made. Nothing herein will prevent Provider from making changes to the Provider Solution that will not affect the functioning of the VinSolutions Interface or the VinSolutions System. Nothing contained herein will require VinSolutions to modify the VinSolutions System or the VinSolutions Interface for any changes that Provider makes to the Provider Solution or the Provider Integration.

(i) <u>Modifications by VinSolutions</u>. VinSolutions may make modifications to the VinSolutions System and/or the VinSolutions Interface as VinSolutions deems reasonably necessary or appropriate. If VinSolutions believes that any such modifications would require Provider to make modifications to the Provider Solution and/or the Provider Integration in order to maintain its functionality, VinSolutions will give Provider at least thirty (30) days' advance Email Notice of such modifications; provided, that, VinSolutions 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 Solution 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 manner.

(j) <u>Temporary Suspension</u>. VinSolutions may at any time suspend Provider's access to and use of the Data if VinSolutions reasonably believes that (i) Provider is in breach of the applicable Participation Form or these Integration Terms or any applicable Laws; (ii) Provider's use of any Data violates any Law or any intellectual property rights of any Third Party; or (iii) such access or use presents a threat or harm to VinSolutions or VinSolutions Dealer Clients. Additionally, Mutual Dealer Clients may suspend Provider's access to and use of the Data at any time in the applicable Mutual Dealer Client's sole discretion.

(k) <u>No Guarantees of Dealer Participation</u>. 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 Data. VinSolutions makes no guarantees or representations regarding the participation of dealers in the VinSolutions integration program, or that Mutual Dealer Clients will provide such explicit permission.

3. <u>VinSolutions Certification Process</u>. Prior to establishing the Provider Integration, Provider will undergo VinSolutions' initial certification process, as may be changed from time to time by VinSolutions in its sole discretion.

4. <u>Fees and Payments</u>.

(a) <u>Fees</u>. In exchange for the rights granted to Provider herein, Provider will pay to VinSolutions the Fees in the manner provided in the applicable Participation Form. Unless

otherwise specified in the applicable Participation Form, all Fees are: (i) non-refundable; and (ii) payable in United States Dollars. Provider acknowledges that the Fees are based on the integration to VinSolutions and not, for example, based on Data. If Provider elects to pass through any portion of the Fees to any Mutual Dealer Client, such pass-through fees will not exceed Provider's actual cost per Mutual Dealer Client rooftop per month.

(b)   <u>Late Fees and Payment Disputes</u>. VinSolutions may charge interest on any payment not made when due at a rate equal to the lesser of one and one half percent (1.5%) per month, or the maximum rate allowed under applicable Law. Provider will also be liable for all collection agency fees and reasonable attorneys' fees payable by VinSolutions 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 VinSolutions in writing of, and provide a good faith basis for, such dispute within sixty (60) days of the date such amounts are due.

(c)   <u>Taxes</u>. Except for taxes based upon the net income and personal property of VinSolutions, as between the Parties, Provider will be solely responsible for any taxes or other assessments imposed by governmental authorities in connection with the applicable Participation Form.

(d)   <u>Fee Adjustments and Increases</u>. VinSolutions 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)   <u>Mutual Dealer Clients</u>. As between the Parties:

(i)   <u>Charges from Provider</u>. Provider will contract with Provider Dealer Clients, including Mutual Dealer Clients, with regard to, and set its own pricing for, the Provider Solution. Provider will be responsible for the billing and collection from Provider Dealer Clients for amounts owing in connection with the Provider Solution.

(ii)   <u>Charges from VinSolutions.</u> VinSolutions will contract with VinSolutions Dealer Clients, including Mutual Dealer Clients, with regard to, and set its own pricing for, the VinSolutions System. VinSolutions will be responsible for the billing and collection from VinSolutions Dealer Clients for amounts owing in connection with the VinSolutions System.

5.   <u>Proprietary Rights and Licenses</u>.

(a)   <u>Ownership</u>. Except for the rights expressly granted to Provider under the applicable Participation Form (including these Integration Terms), Provider will not have any right, title or interest in or to the VinSolutions System and the VinSolutions Interface, or any other technology, materials or intellectual property of VinSolutions and its licensors, and nothing herein will effect a transfer of any intellectual property rights or any other ownership rights away from VinSolutions or its licensors. VinSolutions and its licensors reserve and retain all of their intellectual property rights and ownership rights to the VinSolutions System and the VinSolutions Interface, including any and all enhancements thereto conceived, made or implemented during all phases of development and release thereof.

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(b) Provider Feedback. Provider also acknowledges and agrees that any Feedback from Provider is submitted without any restrictions or expectations of confidentiality. As such, Provider hereby permits VinSolutions 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.

(c) Marketing and Marks.

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

(iii) Quality Standards. In connection with the operation of each of its respective business, neither Party will (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 5(c)(iii).

(iv) Marketing and Public Statements.

(1) Provider will use commercially reasonable efforts to market the Provider Integration to Provider Dealer Clients. In addition, the Parties may mutually agree to work together in good faith to pursue joint marketing, co-branding and promotional opportunities for the purpose of mutually promoting the VinSolutions Interface and the Provider Integration during the Term.

(2) Neither Party shall issue any press release, publicity statement or other public notice relating to any Participation Form without the prior written consent of the other Party.

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(3)   Provider shall not take any action or make any statement to a third party, including a Mutual Dealer Client, which disparages or portrays in a false or poor light VinSolutions, the VinSolutions System or any other VinSolutions' products or services related to any Participation Form.

6.   Security.

(a)   As between the Parties:

(i)   VinSolutions is solely responsible for the security of all Data hosted in the VinSolutions System. VinSolutions will: (1) adopt and maintain physical, technical and administrative safeguards and procedures reasonably designed to prevent unauthorized access or harm to the Provider Solution; (2) use commercially reasonable efforts to avoid introducing Malicious Code into the Provider Solution; and (3) maintain and periodically test the efficacy of its information security programs and measures; and

(ii)   Provider is solely responsible for the security of all Data hosted in the Provider Solution. Provider will: (1) adopt and maintain physical, technical and administrative safeguards and procedures reasonably designed to prevent unauthorized access or harm to the VinSolutions System; (2) use commercially reasonable efforts to avoid introducing Malicious Code into the VinSolutions System; and (3) maintain and periodically test the efficacy of its information security programs and measures.

For purposes of this Section 6(a), references to the VinSolutions System shall be deemed to include the VinSolutions Interface, and references to the Provider Solution shall be deemed to include the Provider Integration.

(b)   During the Term, VinSolutions may, at its expense and upon reasonable advance notice to Provider, audit (or retain a third party to audit) the Provider Solution (and Provider Integration) to determine compliance with the security obligations under Section 6(a); 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.

7.   Term and Termination.

(a)   Term. The term of the applicable Participation Form 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, such Participation Form 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 the applicable Participation Form: (i) if the other Party commits a material breach of such Participation Form (including these Integration Terms or any Attachments) and such breach has not been cured within fifteen (15) 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) if, for

any reason, either Provider ceases to generally offer the Provider Solution or if VinSolutions ceases to generally offer the VinSolutions System. Either Party may terminate the applicable Participation Form upon thirty (30) days' Legal Notice if any change occurs in the applicable legal or regulatory requirements 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, VinSolutions may terminate the applicable Participation Form (1) upon sixty (60) days' Legal Notice at any time, or (2) immediately upon Legal Notice in the event that any party acquires a controlling interest in Provider after the Effective Date.

(c)   <u>Effect of Termination</u>. Upon any termination or expiration of the applicable Participation Form, all licenses hereunder will terminate, and Provider will disable the Provider Integration and VinSolutions will terminate Provider's access to the VinSolutions Interface. Additionally, each Party will discontinue its use of the other Party's Marks, and remove all references to the other Party's Marks on its respective websites and marketing materials.

8.   <u>Confidential Information</u>.

(a)   <u>Confidentiality Obligations</u>. 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 the applicable Participation Form, 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 the applicable Participation Form. 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)   <u>Compelled Disclosure</u>. If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party in a manner not otherwise permitted by these Integration Terms, the Receiving Party will promptly inform 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 8 will survive any termination of these Integration Terms.

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

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(d) No Implied Rights. Each Party's Confidential Information will remain the property of that Party. Nothing contained in this Section **Error! Reference source not found.** 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 the applicable Participation Form, 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.

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

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

(b) It has and will have during the Term, sufficient rights to grant the rights it grants in the applicable Participation Form (including these Integration Terms), 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.

10. Indemnification.

(a) By VinSolutions. VinSolutions will indemnify and defend 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 VinSolutions to obtain any necessary consent to provide the VinSolutions Interface and/or to transmit Data via the VinSolutions Interface; (ii) an allegation that the VinSolutions System, VinSolutions Interface or VinSolutions Marks in accordance with the applicable Participation Form (including these Integration Terms and any Attachments) infringes or misappropriates such third party's intellectual property rights; or (iii) any claim with respect to the willful misconduct or gross negligence of VinSolutions.

(b) By Provider. Provider will indemnify and defend VinSolutions 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 Solution, Provider Integration or Provider Marks in accordance with the applicable Participation Form (including these Integration Terms and any Attachments) 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.

(i)   If the VinSolutions System or VinSolutions' Marks, in VinSolutions' sole discretion, are likely to become subject to a claim of infringement, VinSolutions, at its option and expense, will either: (i) procure a license or right for Provider to continue using the VinSolutions System and/or the Marks; or (ii) modify the VinSolutions System and/or Marks to make them non-infringing in a manner that does not materially impair their functionality. If neither of the foregoing two options is reasonably available to VinSolutions, then either Party may terminate the applicable Participation Form upon Legal Notice to the other Party. Except for the indemnity obligations set forth in this Section 10, the foregoing will be Provider's sole and exclusive remedy and VinSolutions' sole and exclusive obligation with respect to any infringement claims relating to the VinSolutions System and/or VinSolutions' Marks.

(ii)   If the Provider Solution or Provider's Marks, in Provider's sole discretion, are likely to become subject to a claim of infringement, Provider, at its option and expense, will either: (i) procure a license or right for VinSolutions to continue using the Provider Solution and/or the Marks; or (ii) modify the Provider Solution and/or Marks to make them non-infringing in a manner that does not materially impair their functionality. If neither of the foregoing two options is reasonably available to Provider, then either Party may terminate the applicable Participation Form upon Legal Notice to the other Party. Except for the indemnity obligations set forth in this Section 10, the foregoing will be VinSolutions' sole and exclusive remedy and Provider's sole and exclusive obligation with respect to any infringement claims relating to the Provider Solution and/or Provider's Marks.

11.   Limitations of Liability.

(a)   LIABILITY LIMITATIONS. NEITHER PARTY (INCLUDING, IN THE CASE OF VINSOLUTIONS, 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 THE APPLICABLE PARTICIPATION FORM AND/OR THESE INTEGRATION TERMS, 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 EACH PARTICIPATION FORM OF VINSOLUTIONS 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 VINSOLUTIONS 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 (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION **ERROR! REFERENCE SOURCE NOT FOUND.**, (B) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (D) A PARTY'S BREACH OF APPLICABLE PRIVACY LAWS.

(b) <u>DISCLAIMER</u>.   THE   VINSOLUTIONS   INTERFACE   AND   THE   PROVIDER INTEGRATION ARE INTENDED ONLY TO FACILITATE THE MANAGEMENT AND OPERATION OF CERTAIN ASPECTS OF VINSOLUTIONS' OR PROVIDER'S (OR   MUTUAL   DEALER   CLIENTS')   BUSINESS.   EXCEPT   AS   OTHERWISE EXPRESSLY   STATED   HEREIN,   NEITHER   VINSOLUTIONS   NOR   ANY   OF   ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY TO PROVIDER OR ANY OTHER PERSON WITH RESPECT TO THE VINSOLUTIONS SYSTEM, VINSOLUTIONS 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) VINSOLUTIONS WILL HAVE NO DUTY TO   VERIFY   THE   CONTENT   OR   ACCURACY   OF,   OR   TO   ANALYZE   IN   ANY MANNER, THE DATA; (II) VINSOLUTIONS 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 AGREEMENT WITH PROVIDER OR VINSOLUTIONS; AND (III) VINSOLUTIONS MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT   THAT   THE   VINSOLUTIONS   SYSTEM,   VINSOLUTIONS INTERFACE OR THE PROVIDER INTEGRATION WILL OPERATE ERROR-FREE, WITHOUT INTERRUPTION OR IN ACCORDANCE WITH ANY SPECIFICATIONS, OR THAT THE VINSOLUTIONS SYSTEM, VINSOLUTIONS 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   VINSOLUTIONS   SYSTEM   OR VINSOLUTIONS INTERFACE WILL NOT DIMINISH THIS DISCLAIMER.

12.   <u>Arbitration and Class Waiver</u>.

(a) <u>Arbitration</u>.   Provider agrees to arbitrate any dispute or claim that it may have with VinSolutions or its Affiliates that arises out of or relates in any way to the applicable Participation Form or Provider's integration with the VinSolutions System.   Such arbitration will be final and binding. If VinSolutions elects in its discretion to submit to arbitration any dispute or claim that it may have against Provider, any such arbitration will be governed by the provisions of this Section 12.

(b) <u>Class Waiver</u>. Any arbitration proceeding under this Section 12 will take place on an individual basis. Class arbitrations and class or representative proceedings of any kind are not permitted, and Provider expressly waives its ability to participate in a class or representative proceeding against VinSolutions or its Affiliates. If the arbitration clause is found inapplicable to Provider's dispute with VinSolutions, this class waiver will continue to apply in litigation. Provider agrees that this class waiver is an essential element of the agreement between Provider and VinSolutions 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 12 will be null and void.

(c)   Arbitrator Authority. Any dispute or claim subject to arbitration pursuant to this Section 12 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 these Integration Terms and any applicable Participation Forms between Provider and VinSolutions, 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 10 in connection with any indemnification claim. Provider agrees that its transactions with VinSolutions evidence transactions in interstate commerce, and that the Federal Arbitration Act therefore governs the interpretation and enforcement of this Section 12 (notwithstanding the application of Georgia Law to any underlying claims). Provider also agrees that this Section 12 survives any termination of the applicable Participation Form.

13.   Miscellaneous.

(a)   Mutual Dealer Client Agreements. The Participation Form does not alter any rights or obligations of either Party as set forth in any agreement between such Party and a Mutual Dealer Client, 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. Any disputes arising from or related to a Participation Form will be governed and construed in accordance with the Laws of the State of Georgia, without regard to its conflict of Laws principles. Subject to Section 12, any dispute that arises or relates to a Participation Form 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 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 Attachment, and (iii) these 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. The Participation Form – including these Integration Terms and any 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)   Counterparts; Signatures. Participation Forms may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall

constitute one and the same instrument. A Party may submit an executed counterpart via scanned PDF, which will be treated as an originally-signed document.

(g) <u>Amendments and Modifications</u>. Any amendments or modifications of these Integration Terms, any Attachments, or the applicable Participation Form will only be effective if in writing and signed by each Party.

(h) <u>Independent Contractor</u>. Each Party, in all matters relating to the applicable Participation Form, 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 the applicable Participation Form will be construed to have established any agency, joint venture or partnership.

(i) <u>Third Party Beneficiaries</u>. The applicable Participation Form 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 VinSolutions that does not otherwise exist without regard to the applicable Participation Form.

(j) <u>Non-Waiver and Severability</u>. The failure of either Party to enforce any provision of these Integration Terms 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.

(k) <u>Headings</u>. The heading used in these Integration Terms are used for convenience only and are not to be considered in construing or interpreting these Integration Terms.

(l) <u>Remedies Cumulative</u>. Except as otherwise expressly provided in the applicable Participation Form (including these Integration Terms and any Attachments), 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 such Participation Form, or at law or in equity.

(m) <u>Survival</u>. Sections 1 (Definitions), 5 (Proprietary Rights and Licenses), 7 (Term and Termination), **Error! Reference source not found.** (Confidential Information), 9 (Representations and Warranties), 10 (Indemnification), 11 (Limitations of Liability), 12 (Arbitration and Class Waiver), 13 (Miscellaneous) and any other provisions above that expressly state that they survive termination will so survive. In addition, any provisions above that should reasonably survive termination in accordance with their respective terms will also so survive, as will any outstanding payment or tax obligation hereunder, and any cause of action or claim of either Party, whether in Law or in equity.

(n) <u>Assignment</u>. Provider may not assign the applicable Participation Form or any rights or obligations hereunder, whether by operation of Law or otherwise, without the prior written consent of VinSolutions (which may be withheld in its sole discretion). VinSolutions may assign the applicable Participation Form upon Legal Notice to Provider.

API INTEGRATION MODULE PLANS

APIs organized under the following plans:

Digital Showroom Plan: designed for in-showroom digital applications so salespeople do not have to leave the customer's side to look up and add contacts, start showroom visits, and manage vehicles of interest from available inventory. This plan uses VinSolutions original "gateway/v1" resources, including: Organization, User, Contact, Vehicle Inventory, and Lead (with the ability to add a general lead note).

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Contact Management Plan: used by applications which need to create or update Connect CRM contact information, including: addresses, phone numbers, emails, preferred contact method, marketing preferences, consent, housing, employment, insurance, banking, and driver's license information. Applications may also view the "dealer team" object, which contains the dealership staff (sales/service/parts/CSI rep, BD agent) assigned to the contact. This plan includes Organization, User, and Contact resources.

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Lead Management Plan: supports automotive lead generation applications which add and update leads in the dealership's CRM. Includes access to: Organization, User, Contacts, and Leads – including full lead/vehicle support (inventory vehicles, concept/catalog vehicles, and trade-in vehicles).

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Lead Submission API Plan supports automotive lead generation applications which add leads into the dealership's CRM.

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Call Tracking Plan: tailored for call tracking / telephony providers to share a dealership's call details with the CRM. Includes access to: Organization, User, and Call Details endpoints.

Note: The Call Tracking Plan requires a click-to-call agreement and is restricted to authorized providers. It is not open to use without prior setup and configuration by VinSolutions.

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Connect Eventing Solution allows a partner the ability to subscribe to events notifying the subscriber of key changes to data within the CRM. The events are made available to the subscriber via an event stream offering a near-real time view into changes made within the CRM.