

Additional Terms and Conditions of Use for KIA Digital Website Assistant Service

IMPORTANT - READ CAREFULLY: These Additional Terms and Conditions of Use for the KIA Digital Website Assistant Service (these "Additional Terms") modify, supplement and amend the Universal Terms and Conditions of Use and End User License Agreement (the "Master Terms") between Sanctus, LLC, doing business as Shift Digital ("Shift Digital") and You. These Additional Terms and the Master Terms are collectively referred to as the "Agreement."

IN ORDER TO USE KIA DIGITAL WEBSITE ASSISTANT SERVICE ("WEBSITE ASSISTANT SERVICE"), YOU MUST FIRST AGREE TO THESE ADDITIONAL TERMS BY CLICKING "ENROLL NOW" ON THE ENROLLMENT PORTAL AFTER YOUR SERVICE SELECTION HAS BEEN MADE, OR BY SELECTING THE SERVICE AND SIGNING AN ENROLLMENT FORM. IF YOU DO NOT AGREE WITH THESE ADDITIONAL TERMS, DO NOT ACCESS, OR IN ANY WAY USE, THE WEBSITE ASSISTANT SERVICE AND IMMEDIATELY EXIT FROM THE SERVICE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOUR USE OF THE SERVICE IS STRICTLY PROHIBITED.

In the event of any inconsistency between these Additional Terms and the Master Terms, these Additional Terms shall govern and control. In all other respects, the Master Terms are and shall remain in full force and effect. Unless expressly indicated to the contrary herein below, the defined terms used in these Additional Terms shall have the meanings ascribed to them in the Master Terms. "Services" as defined in the Master Terms shall include the Website Assistant Service.

You may not use Website Assistant Service and may not accept these Additional Terms if (a) You are not of legal age to form a binding contract with Us, (b) You are not authorized to bind the company to which the Website Assistant Service is being provided, or (c) You have not previously agreed to the Master Terms.

Before You continue, You should PRINT or SAVE a local copy of these Additional Terms for your records.

1. Additional Terms Relating to the Website Assistant Service

1.1 Shift Digital agrees to provide the Website Assistant Service to You in accordance with the terms and conditions of this Agreement. The Website Assistant Service may be provided by Us, or by one or more third party service providers ("Service Providers") that You or Shift Digital selects to provide all or part of the Website Assistant Service. Shift Digital, in its sole discretion, may change any Service Provider, at any time and for any reason. You understand and agree that the Website Assistant Service include SEO services that are advisory and involve judgment based on education and experience, and may not increase website traffic, or result in any exact placement or ranking in search engine results.

1.2 The Website Assistant Service may include some or all of the products and services described in Addendum A attached hereto, depending upon the Service Provider and service package selected.

1.3 You authorize Shift Digital and/or the Service Provider to use the specific keywords and/or phrases approved by You for development, improving the ranking of, and/or positioning the contents of Your website in search engines and/or directories. You acknowledge Shift Digital and/or the Service Provider will only optimize Your website for keywords and/or phrases approved by You. Neither Shift Digital nor the Service Provider will perform a trademark search on keywords or phrases approved by You. You agree to approve only trademarks or product names owned by you and generic industry terms relevant to your website. Some words and phrases are trademarks of third parties and search engines may disallow use of such terms.

1.4 You understand, acknowledge and agrees that:

(a) Shift Digital and the Service Provider have no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Due to the competitiveness of some keywords or phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, there is no guarantee that the Website Assistant Service will result in the Your website obtaining a top position, first page position, or any particular position, or consistent top positions, for any particular keyword, phrase, or search term, on any search engine's search results page;

(b) Your website may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity;

(c) some search engines and directories may take two or more months after submission to list your website;

(d) search engines and directories can stop accepting submissions for an indefinite period of time;

(e) search engines and directories will drop listings for no apparent or predictable reason;

(f) keyword selection is a significant factor in SEO, and the Service Provider may provide recommendations and advice regarding appropriate keywords, however, the selection of keywords is ultimately Your responsibility;

(g) changes made to Your website by other parties may adversely affect the search engine or directory rankings of Your website;

(h) written materials or text provided by Shift Digital and/or the Service Provider may be created to meet optimization standards (e.g., keyword density, prominence, proximity), and

changes by You or other parties to the written materials or text may invalidate the search engine optimization;

(i) You are responsible to carefully read and review the text, data, graphics, logos, photographs, pictures, images, audio, video and other materials (hereinafter "Content") and page design created for or provided to You by Shift Digital and/or the Service Provider;

(j) unless You direct otherwise, Shift Digital and/or the Service Provider are authorized to make change to Your website, including uploading optimized pages and linking to the website's index page, sitemap, and optimized pages in connection with providing the Website Assistant Service. You agree to provide correct and full (read/write) FTP access to the root directory of Your website;

(k) the Website Assistant Service does not include submission to search engines or directories that charge fees for submission or inclusion;

(l) duplicating optimized pages after they have been uploaded, transferring optimized pages to another domain, removing the sitemap or optimized pages, or redirecting the optimized website to another website, obtaining inbound links from inappropriate websites or getting links from link farms can seriously damage all SEO efforts and may adversely affect the search engine or directory rankings of Your website; and

(m) You are solely and fully responsible, legally and otherwise, for all Content included in Your website, including optimized pages and the meta tags, as well as all Content approved by You and included on Your blog, social media pages, and/or third party websites.

1.5 You agrees to cooperate with Shift Digital and/or the Service Provider in selecting appropriate keywords for SEO; providing and/or granting permissions or communicate directly with any third parties to allow administrative/backend access to Your website, blog and/or social media pages; providing access to website traffic statistics for analysis and tracking purposes; providing Content for Your website, blog and/or social media pages to provide SEO benefit; and providing such other assistance as Shift Digital and/or the Service Provider shall reasonably request in connection with performance of the Website Assistant Service hereunder. In the event the performance of the Website Assistant Service requires Shift Digital or the Service Provider to access Your computer systems to collect data or perform the Website Assistant Service, including the placement of links or tags on Your website, You specifically request and authorize such access and will provide, and have all rights and authorizations required to provide, such access.

1.6 The Website Assistant Service does not include maintenance or storage of documents, physical goods, graphic work, web pages, data or files (digital or otherwise), and You shall be solely responsible for the storage, maintenance, custody, archiving, and security of the same.

1.7 While Shift Digital will try to assign the same dedicated resource to you in connection with the Website Assistant Service, Shift Digital reserves the right to make changes in the dedicated assistant at any time and from time to time during the term of the Agreement. In the event You are not satisfied with the services provided by Your assigned dedicated resource, You may request that a different dedicated resource be provided by Shift Digital, in which case Shift Digital will promptly attempt to assign a different dedicated resource to you, subject to availability.

2. Use of Services

2.1 The Website Assistant Service is subject to the applicable policies of the search engines or website publishers ("Publishers") on which meta data, videos, blogs or other Content are posted or displayed, including without limitation any Publisher's editorial guidelines, privacy policies, and trademark guidelines ("Policies"). You agree to comply with the Policies during the term of this Agreement. Shift Digital or the Service Provider may modify any Content to comply with any Policies in their sole discretion.

2.2 Shift Digital reserves the right to modify or change the Website Assistant Service provided hereunder by modifying current features, deleting features and/or adding features, upon sixty (60) days prior written notice to You. Some modifications or changes may result in a fee increase or decrease for such Website Assistant Service. Your continued use of the Website Assistant Service hereunder after the sixty (60) day notice period will constitute Your acceptance of the change in the Website Assistant Service and Your agreement to pay the fees associated with such change in the Website Assistant Service.

3. Payment of Fees and Billing

You agree to pay the fees for the Website Assistant Service in the amounts set forth in the online registration process or, if an order form was used, on the order form. The fees for the Website Assistant Service shall be billed to and You agree to pay the fees for the Website Assistant Service through Your KIA dealer parts statement. Cancellations that occur on or before the 10th day of each calendar month will be billed for the remainder of that month. Cancellations that occur after the 10th of any month will be billed for the remainder of that month and the following month. Except as set forth otherwise herein, all charges under this Agreement will be due and payable as specified on and consistent with the payment terms of the KIA dealer parts statement. Shift Digital may increase fees by giving You not less than thirty (30) days written notice prior to the effective date of the price increase. If You fail to pay for the Website Assistant Service timely through your KIA dealer parts account, You agree to pay to Shift Digital, in addition to the fees for the Website Assistant Service: (i) a finance charge equal to the lower of 1.5% per month or the maximum amount permitted by law, and (ii) all costs incurred in connection with collection of past due amounts (including collection agency fees and reasonable attorney fees).

4. Taxes

All fees stated hereunder are subject to applicable sales, use, excise or similar taxes, whether or not included at the time the fees are billed. You assume exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on, with respect to, or measured by the Website Assistant Service except for taxes based on the net income of Shift Digital or the Service Provider.

5. Dealer Representation and Warranties

YOU HEREBY REPRESENT AND WARRANT THAT ANY AND ALL CONTENT YOU PROVIDE OR PROVIDED ON YOUR BEHALF WILL NOT CONTAIN ANY MATERIAL, LINK, ADVERTISING OR OTHER THING THAT VIOLATES OR OTHERWISE INFRINGES UPON ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW, PROPRIETARY, INTELLECTUAL PROPERTY, CONTRACT OR TORT RIGHT OF ANY OTHER PERSON. YOU FURTHER REPRESENT AND WARRANT THAT (I) YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO AND PERFORM YOUR OBLIGATIONS UNDER THIS AGREEMENT; (II) CONTENT YOU PROVIDE OR PROVIDED ON YOUR BEHALF DOES NOT AND SHALL NOT VIOLATE ANY APPLICABLE LAW OR REGULATION; AND (III) YOU OWN ALL CONTENT YOU PROVIDE OR PROVIDED ON YOUR BEHALF, INCLUDING ALL PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS THEREIN, OR YOU HAVE EXPRESS WRITTEN AUTHORIZATION FROM THE OWNER TO COPY, USE AND DISPLAY SUCH CONTENT AS CONTEMPLATED BY THIS AGREEMENT.

6. Termination

You may cancel the Website Assistant Service online through its account if online cancellation functionality is available, or, if not available, with not less than thirty (30) days prior written notice to Shift Digital. If Shift Digital materially defaults in its performance under this Agreement and fails either substantially to cure such default within ten (10) days after receiving written notice specifying the default or, for those defaults that cannot reasonably be cured within ten (10) days, promptly to commence curing such default and thereafter proceed with all due diligence substantially to cure the default, then You may terminate this Agreement by written notice to Shift Digital. Shift Digital may, at any time and for any reason, terminate this Agreement upon ten (10) days prior written notice to You. This Agreement will automatically terminate without requirement of notice by either party effective on the date of the expiration or termination of your franchise agreement with Kia Motors America, Inc. ("KMA") for any reason.

7. No Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE ASSISTANT SERVICE AND THE CONTENT IS AT YOUR SOLE RISK AND ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, SHIFT DIGITAL, KMA, THE SERVICE PROVIDER AND THEIR AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) THE WEBSITE ASSISTANT SERVICE OR THE CONTENT WILL MEET YOUR REQUIREMENTS, OR (B) THE WEBSITE ASSISTANT SERVICE OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE ASSISTANT SERVICE, INCLUDING ANY CONTENT, IS DONE AT YOUR OWN

DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEMS OR OTHER DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SHIFT DIGITAL OR ANY SERVICE PROVIDER OR THROUGH OR FROM THE USE OF THE WEBSITE ASSISTANT SERVICES SHALL CREATE ANY WARRANTY. SHIFT DIGITAL AND SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. Limitation of Liability

YOU AGREE THAT SHIFT DIGITAL, ITS AFFILIATES, AND ITS LICENSORS AND ANY SERVICE PROVIDER SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

YOU FURTHER AGREE THAT IN NO EVENT SHALL SHIFT DIGITAL, ITS AFFILIATES, AND ITS LICENSORS AND ANY SERVICE PROVIDER, BE LIABLE WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, TORT, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO SHIFT DIGITAL BY YOU UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR CAUSE OF ACTION AROSE.

9. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD KMA, SHIFT DIGITAL, THE SERVICE PROVIDER, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND AFFILIATES HARMLESS FROM AND AGAINST ALL LOSS, CLAIMS, DEMANDS, CAUSES OF ACTIONS, AND ADMINISTRATIVE OR REGULATORY ACTIONS OF WHATEVER KIND OR CHARACTER, WHETHER BROUGHT BY YOU OR ANY THIRD PARTY, AND INCLUDING COSTS, ATTORNEYS' FEES AND EXPENSES RELATING TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND/OR THE CONTENT, AND/OR YOUR PRODUCTS AND SERVICES, AND/OR ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY REPRESENTATION OR WARRANTY MADE BY YOU UNDER THIS AGREEMENT, BUT EXCLUDING CLAIMS, DEMANDS AND CAUSES OF ACTIONS ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PERSON OR ENTITY SEEKING INDEMNIFICATION. KMA AND EACH SERVICE PROVIDER SHALL BE DEEMED THIRD PARTY BENEFICIARIES OF THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT.

10. Force Majeure

Each party hereto shall be excused from performance hereunder, except for payment obligations, and to the extent that it is prevented from performing any obligation hereunder, in whole or in part, as a result of delays caused by the other party or an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance or other cause beyond its reasonable control, including failures, fluctuations or non-availability of electrical power, heat, light, air conditioning, computing or information systems or telecommunications equipment or the inability of hardware or software leased or acquired by sale or license from third parties to process without error or malfunction any date data. Such nonperformance shall not be a default or ground for termination as long as reasonable means are taken to remedy expeditiously the problem causing such nonperformance.

11. Survival

The provisions of sections 4, 5, 7, 8, 9 and this section 11, together with any provisions of this Agreement that by their nature should survive termination of this Agreement will survive termination of this Agreement, unless contrary to the pertinent provisions herein stated.

12. General Legal Terms

These Additional Terms shall be governed by, and construed in accordance with, the law of the state under which the Master Terms are governed. No amendment to or modification of these Additional Terms will be binding unless in writing and signed by You and Shift Digital.

Addendum A - Website Assistant Service

A dedicated resource will provide ongoing monthly support by making updates to Your KIA Digital website and assisting with requests related to the Your KIA Digital website. The services will include:

Website Health Audit

A full audit of Your KIA Digital website will be conducted upon initial enrollment and shared with You upon completion to allow You to see the current health of Your website. This audit includes lead routing verification and updates, confirming functionality of all website links, and making updates to home page slide

Dealer Specials Updates

Ensure all dealer specific and national offers are present on the Specials pages to avoid “No Specials” being listed. Create and provide custom “Specials” or banners.

Home Page Web Tiles

Push or create dealer specific web tiles to promote specials and advertise new vehicles.

Lead & Phone Call Routing

Verify and update website lead distribution rules and settings are correct in Control Center. Additionally, ensure there are 3 desktop and 3 mobile call tracking numbers being properly utilized and assist with routing as needed.

Monthly Reporting & Support Call

Conduct a monthly call to review core analytics, monthly specials, program updates, and develop a strategy for optimizing Your website. Your dedicated resource will also be available for you to contact Monday through Friday for assistance.

Custom Page Building

Build and provide custom page(s) with Content that You provide.

Basic SEO Changes

Make Content changes, such as image tagging and custom page building

Inventory and Pricing Changes

Facilitate changes with inventory feeds and pricing set up on Your website.

Digital Consultant

A dedicated resource will provide support for products and services associated with the KIA Digital Program. You will receive your dedicated resource direct phone number and email address.