

By accepting this end user license agreement, you agree to all program and/or provider content below.

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## Master Terms and Conditions of Use and End User License Agreement

IMPORTANT - READ CAREFULLY: Sanctus, LLC, a limited liability company doing business as Shift Digital (“**Shift Digital**”), makes the Services, as defined below, available as part of the KIA Digital Program Terms. This “**Agreement**” includes these Master Terms and Conditions of Use and End User License Agreement, the Shift Digital Dealer Data Access Agreement, the KIA Digital Program Terms, and the Additional Service Terms. Although the Kia Digital Program is sponsored by Kia America, Inc. (“**KIA**”), KIA is not providing or otherwise responsible for the Services and is not a party to this Agreement. This Agreement is a legal contract between you, the automotive dealer (“**Dealer**”) subscribing to the Services, and Shift Digital. The Services are subject to the terms set forth in this Agreement.

Dealer’s enrollment for any Services authorizes Shift Digital to begin providing Services and billing Dealer immediately. Dealer agrees to pay the applicable fees for Services as set forth in the electronic enrollment portal or order form, incorporated herein by reference.

IN ORDER TO USE THE SERVICES, DEALER MUST FIRST AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT BY COMPLETING ENROLLMENT ON THE ENROLLMENT PORTAL OR BY SELECTING SERVICES AND SIGNING A SERVICES ENROLLMENT FORM. DEALER MAY NOT USE THE SERVICES IF DEALER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT. DEALER CAN ACCEPT THE TERMS OF THIS AGREEMENT BY ENROLLING FOR AND/OR BY USING THE SERVICES, IN WHICH CASE, DEALER UNDERSTANDS AND AGREES THAT SHIFT DIGITAL WILL TREAT DEALER’S USE OF THE SERVICES AS ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

### 1. Services.

The “**Services**” are the products and services, including, without limitation, the websites, software, tools, digital advertising, and related content and services, the electronic enrollment portal, informational web pages, and/or online reporting service provided by Shift Digital and/or the Service Providers (defined below).

Shift Digital agrees to provide the Services to Dealer in accordance with the terms and conditions of this Agreement. Shift Digital may provide all or part of the Services through one or more third party service providers (“**Service Providers**”) that Dealer or Shift Digital selects. Shift Digital, in its sole discretion, may change any Service Provider, at any time and for any reason.

### 2. Use of the Services.

In order to access certain Services, Dealer may be required to provide information about Dealer and Dealer’s business (such as identification, billing or contact details). Dealer agrees that any information Dealer provides will be accurate, complete, and up to date. Dealer agrees to maintain the confidentiality of passwords associated with any account Dealer uses to access the Services and is responsible for any unauthorized activity that occurs under Dealer’s account as a result of a compromised or lost password. Dealer acknowledges that the Services may allow Dealer to designate administrators for the Services, thereby granting certain rights and authorizations relating to, among other things, selection of, and preferences for, Services and billing. Dealer agrees that Dealer is solely responsible for all fees, costs or other expenses charged related to any selections made by Dealer or Dealer’s designees.

Certain Services may be subject to certain Additional Service Terms. Dealer agrees to the applicable Additional Service Terms, and Dealer understands that it may not use such Services unless it agrees to the applicable Additional Service Terms.

DEALER SHALL, AS REQUIRED BY APPLICABLE LAW OR REGULATION, PROVIDE NOTICE TO DEALER'S CUSTOMERS AND OBTAIN CONSENT FROM DEALER'S CUSTOMERS FOR USE OF THE SERVICES. DEALER WILL MAINTAIN AND MAKE AVAILABLE TO ITS CUSTOMERS A PRIVACY POLICY AS REQUIRED BY LAW OR REGULATION.

Dealer will ensure that all websites or other Services provided to Dealer during the term of the Agreement that are accessible to consumers contain privacy statements complying with all applicable laws governing the use, collection, protection, or other processing of Personal Information. "**Personal Information**" generally means information that identifies, relates to, describes, is reasonably capable of being associated with, or could or reasonably be linked, directly or indirectly, with identifiable individuals or households. Without limiting the generality of the foregoing, Dealer's privacy policy will state how the consumer's Personal Information will be used, collected, stored, protected, and otherwise processed including in connection with the Services. Dealer does not provide and during the term of the Agreement will not provide Personal Information to Shift Digital except in a manner consistent with its published privacy policies, in full compliance with all laws pertaining to such information, and in a manner that provides safe and secure storage and protection of such Personal Information.

### 3. Restrictions on Use of Services.

Dealer agrees to not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Without limiting the foregoing, Dealer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of any Service or other program associated with the Services.

### 4. Compliance with Applicable Laws

Shift Digital shall provide the Services and perform its obligations under this Agreement, and Dealer shall use the Services and perform its obligations under this Agreement, in compliance with all applicable laws and regulations. Dealer may use the Services only for purposes that are permitted hereunder and in accordance with applicable laws and regulations. Dealer shall at all times comply with all applicable laws, legislation, rules, regulations, governmental requirements and industry standards with respect to Dealer's use of the Services and the performance by Dealer of Dealer's obligations hereunder, including, but not limited to, any applicable provisions of Title V of the Gramm-Leach-Bliley Financial Services Modernization Act of 1999 and regulations promulgated under that Act or other federal, state, and local laws, rules, regulations, and ordinances governing the privacy and security of customer information that apply to Dealer. Dealer agrees to protect, use, and maintain the privacy of such information accordingly.

### 5. Ownership of Content and Services.

Dealer acknowledges and agrees that all materials and information (such as data files, written text, computer software, music, audio files or other sounds, photographs, manuals, documents, illustrations, pricing information, videos or other images) which are provided by Shift Digital, its Service Providers, or KIA in connection with the Services, or which Dealer may have access to as part of, or through Dealer's use of, the Services (the "**Provided Content**"), together with the Services, including any copyright and/or

other intellectual property rights in the Services and the Provided Content, are owned by Shift Digital, KIA, the Service Providers and/or their licensors. Dealer may not reproduce, adapt, publish, perform, or publicly display the Provided Content or the Services or create derivative works based on the Provided Content or the Services (either in whole or in part), except as provided in this Agreement. Dealer further acknowledges that the Services may contain information which is designated by Shift Digital as confidential. Dealer agrees not to use such confidential information for any purpose not expressly authorized by this Agreement or to disclose such confidential information without Shift Digital's prior written consent.

## 6. Dealer Content

Dealer agrees that it is solely responsible for all content, materials and information provided by Dealer or that Dealer (or any third party, excepting KIA and the Service Providers, in each case acting on behalf of Dealer) creates, approves, transmits, or displays while using the Services ("**Dealer Content**") and for the consequences of these actions (including any loss, liability, fine or damage). Shift Digital reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all Dealer Content from any Service in Shift Digital's sole discretion. Dealer represents, warrants, and covenants that the Dealer Content shall not contain anything that infringes copyrights, trademarks, publicity, or any other rights of others; violates any law or regulation, is defamatory or libelous; is abusive, harassing, or threatening; is obscene, vulgar, or profane; is fraudulent or deceptive; is discriminatory; or violates someone's privacy.

## 7. Licenses.

Provided Dealer is not in default of any obligation under this Agreement, and provided Dealer has paid all applicable fees, subject to the terms and conditions of this Agreement, Shift Digital grants Dealer a limited, restricted, revocable, personal, royalty-free, non-assignable, nontransferable, non-sub-licensable and non-exclusive license to use the Services and the Provided Content provided to Dealer in the United States and Canada. This license is for the sole purpose of enabling Dealer to use and enjoy the benefit of the Services in the manner permitted by this Agreement. Dealer retains any copyright and/or other intellectual property rights Dealer already holds in Dealer Content. The products and services of the Service Providers may contain license terms specific to such products or services, and Dealer agrees to comply with all such license terms included in any click through or shrink wrap license or of which Shift Digital otherwise makes Dealer aware. Dealer may not (and Dealer may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of the software used to provide the Services (the "**Software**") or any part thereof, or any of the other proprietary elements of the Service, or allow any third parties to use the Services, or any portion thereof, in any way. Dealer may not assign (or grant a sublicense of) any rights to use the Software, or any of the other proprietary elements of the Service, grant a security interest in or over Dealer's rights to use the Software or any other proprietary elements of the Service, or otherwise transfer any part of Dealer's rights to use the Software or any other proprietary elements of the Service. Dealer agrees not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

By submitting, posting, or displaying the Dealer Content, Dealer grants Shift Digital, and each Service Provider to which Shift Digital provides the Dealer Content for the purposes of providing the Services, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify,

translate, publish, publicly perform, publicly display, and distribute the Dealer Content in order to provide the Services as contemplated in this Agreement. This license is for the sole purpose of enabling Shift Digital and the Service Providers to provide the Services as contemplated in this Agreement. Dealer understands that Shift Digital and the Service Providers, in performing the Services, may (a) transmit or distribute the Dealer Content over various public networks and in various media; and (b) make such changes to the Dealer Content as are necessary to conform and adapt the Dealer Content to the technical requirements of connecting networks, devices, services, or media. Dealer agrees that this license shall permit Shift Digital and the Service Providers to take these actions. Dealer represents and warrants that it has all the rights, power, and authority necessary to grant the above license. Shift Digital and the Service Providers shall use the Dealer Content in accordance with the license and rights granted by Dealer herein for the purpose of providing the Services to Dealer.

#### 8. Modification to Services; Termination of the Services.

Shift Digital reserves the right to modify or change the Services provided hereunder by modifying current features, deleting features, and/or adding features, upon prior notice to Dealer. Some modifications or changes may result in a fee increase or decrease for such Services. Dealer's continued use of the Services hereunder after notice will constitute Dealer's acceptance of the change in the Services and Dealer's agreement to pay the fees associated with such change in Services. Dealer acknowledges and agrees that Shift Digital may stop (permanently or temporarily) providing the Services, or any part thereof, to Dealer if: (a) Dealer has breached any provision of this Agreement (or has acted in manner which reasonably shows that Dealer does not intend to, or is unable to comply with the provisions of this Agreement); or (b) Shift Digital is required to do so by law (for example, where the provision of the Services to Dealer is, or becomes, unlawful); or (c) the Service Provider selected by Dealer or Shift Digital to provide the Services has terminated its relationship with Shift Digital or ceases to offer the Services, or any part thereof, to Dealer; or (d) the provision of the Services to Dealer by Shift Digital is, in Shift Digital's sole opinion, no longer commercially viable; or (e) Shift Digital provides Dealer with thirty (30) days prior written notice of its intent to terminate the Services, or any part thereof, with or without cause. If Dealer wishes to stop using the Services at any time, Dealer agrees to provide Shift Digital with prior written notice of its intent to cancel receiving the Services in accordance with the provisions of Section 12, below. In addition, Shift Digital may disable access to Dealer's account for nonpayment of Services. Dealer acknowledges and agrees that if Shift Digital disables access to Dealer's account, Dealer may be prevented from accessing the Services, Dealer's account details, or any files or other content contained in Dealer's account. Dealer acknowledges and agrees that Shift Digital and the Service Providers will not be liable in any way for any inconvenience, delay, damages, losses, or other claims related to disabling Dealer's access to the account.

#### 9. Payment of Fees and Billing.

Dealer agrees to pay the fees for the Services 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 Services shall be billed to and Dealer agrees to pay the fees for the Services through, and in accordance with the terms of, Dealer's KIA parts statement; provided, that Shift Digital may invoice Dealer directly for the Services if authorized by KIA to do so, and Dealer agrees to pay such invoice within 45 days of receipt. Cancellations that occur on or before the 10<sup>th</sup> day of each calendar month will be billed for the remainder of that month. Cancellations that occur after the 10<sup>th</sup> of any month will be billed for the remainder of that month and the following month. Any changes in advertising packages (e.g., to increase or reduce the amount of the package) will

take effect as of the first day of the month following the month in which Dealer requests the change so long as Dealer makes the request not less than five (5) business days prior to the end of the 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 Dealer's KIA parts statement. Shift Digital may increase fees by giving Dealer not less than sixty (60) days written notice prior to the effective date of the price increase. If Dealer fails to pay for the Services timely through its KIA parts account, Dealer agrees to pay to Shift Digital, in addition to the fees for the Services: (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). In addition to the other rights reserved hereunder, Shift Digital expressly reserves the right to terminate the Services and disable Dealer's access to the Services for non-payment.

#### 10. 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. Dealer assumes 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 Services except for taxes based on the net income of Shift Digital or Service Providers. The Dealer's KIA parts statement may include any such taxes that KIA determines it is obligated to collect from Dealer with respect to the Services, and Dealer agrees to timely remit the same to KIA.

#### 11. Dealer Warranties.

DEALER HEREBY REPRESENTS AND WARRANTS THAT ANY AND ALL DEALER CONTENT SUBMITTED FOR PUBLICATION OR DISPLAYED ON DEALER'S WEBSITE OR IN DIGITAL ADVERTISING, OR IN ANY SOCIAL MEDIA, WILL NOT VIOLATE OR OTHERWISE INFRINGE UPON ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW, OR PROPRIETARY RIGHT OF OTHERS, OR CONTAIN ANYTHING CONSIDERED OBSCENE OR LIBELOUS.

#### 12. Termination.

Dealer may cancel the Services online through its account, if online cancellation functionality is available, or, if not available, by providing written notice to Shift Digital delivered by email to the email set forth in the KIA Digital Program Terms. Except as otherwise set forth on the enrollment form for a particular Service, cancellations that occur on or before the 10th day of the month will be effective as of the end of that month and Dealer will be billed for the Services, and be responsible for payment of the Services, through the end of that month. Except as otherwise set forth on the enrollment form for a particular Service, cancellations that occur after the 10th day of the month will be effective at the end of the following month and Dealer will be billed for the Services, and be responsible for payment of the Services, for the remainder of that month and the following month. The cancellation may be subject to promotional terms set forth on the enrollment form, Policies or the ability to re-schedule reserved inventory or cancel Advertisements already in production. Cancelled Advertisements may be published despite cancellation if cancellation of the Advertisements occurs after any applicable commitment date as set forth in advance by the Shift Digital or the Service Provider, in which case Dealer must pay for those Advertisements. Upon cancellation or expiration of this Agreement, Dealer will be responsible for any Advertisements already run. If Shift Digital materially defaults in its performance under this Agreement and fails either

substantially to cure such default within thirty (30) days after receiving written notice specifying the default or, for those defaults that cannot reasonably be cured within thirty (30) days, promptly to commence curing such default and thereafter proceed with all due diligence substantially to cure the default, then Dealer may terminate this Agreement by written notice to Shift Digital. Shift Digital may, at any time and for any reason, terminate this Agreement upon thirty (30) days prior written notice to Dealer. This Agreement will automatically terminate without requirement of notice by either party effective on the date of the expiration or termination of Dealer's franchise agreement with KIA for any reason.

### 13. NO WARRANTIES.

DEALER EXPRESSLY UNDERSTANDS AND AGREES THAT DEALER'S USE OF THE SERVICES AND THE PROVIDED CONTENT IS AT DEALER'S SOLE RISK AND THE SERVICES AND THE PROVIDED CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". IN PARTICULAR, SHIFT DIGITAL, THE SERVICE PROVIDERS AND THEIR AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT TO DEALER THAT: (A) DEALER'S USE OF THE SERVICES OR THE PROVIDED CONTENT WILL MEET DEALER'S REQUIREMENTS, OR (B) DEALER'S USE OF THE SERVICES OR PROVIDED CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES, INCLUDING ANY PROVIDED CONTENT, IS DONE AT DEALER'S OWN DISCRETION AND RISK AND THAT DEALER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO DEALER'S COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DEALER DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY DEALER FROM SHIFT DIGITAL, ANY SERVICE PROVIDER, OR KIA, OR THROUGH OR FROM THE USE OF THE SERVICES SHALL CREATE ANY WARRANTY. SHIFT DIGITAL AND EACH SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE PROVIDED CONTENT INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

### 14. LIMITATION OF LIABILITY.

SUBJECT TO APPLICABLE LAW, DEALER UNDERSTANDS AND AGREES THAT NEITHER SHIFT DIGITAL, NOR THE SERVICE PROVIDERS, NOR ANY OF THEIR AFFILIATES OR LICENSORS SHALL BE LIABLE TO DEALER FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY DEALER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY DEALER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY CHANGES WHICH SHIFT DIGITAL OR ANY SERVICE PROVIDER MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY DEALER CONTENT, DEALER DATA, AND/OR OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH DEALER'S USE OF THE SERVICES; (III) DEALER'S FAILURE TO PROVIDE SHIFT DIGITAL OR ANY SERVICE PROVIDER WITH ACCURATE ACCOUNT INFORMATION; OR (IV) DEALER'S FAILURE TO KEEP DEALER'S PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. DEALER AGREES THAT THE AGGREGATE MAXIMUM LIABILITY OF SHIFT DIGITAL UNDER THIS AGREEMENT FOR DAMAGES,

REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY DEALER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE LAST EVENT GIVING RISING TO LIABILITY. THE ABOVE LIMITATIONS ON LIABILITY SHALL APPLY REGARDLESS OF WHETHER A PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

DEALER ACKNOWLEDGES AND AGREES WITH SHIFT DIGITAL THAT (A) KIA HAS MADE NO REPRESENTATIONS OR WARRANTIES TO DEALER AS TO ANY SERVICES PROVIDED BY SHIFT DIGITAL OR ANY SERVICE PROVIDER, (B) DEALER AGREES NOT TO MAKE ANY CLAIM WHATSOEVER, AND HEREBY WAIVES ALL CLAIMS IT MAY HAVE, AGAINST KIA WITH RESPECT TO ANY SERVICES PROVIDED BY SHIFT DIGITAL OR ANY SERVICE PROVIDER.

#### 15. INDEMNIFICATION.

DEALER WILL DEFEND, INDEMNIFY AND HOLD SHIFT DIGITAL, THE SERVICE PROVIDERS, KIA, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, AND AFFILIATES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**") HARMLESS FROM AND AGAINST ALL THIRD PARTY CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, AND ADMINISTRATIVE OR REGULATORY ACTIONS OF WHATEVER KIND OR CHARACTER, AND INCLUDING ANY RELATED LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, FINES, JUDGMENTS, SETTLEMENTS, CHARGES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND ACCOUNTANTS' FEES AND DISBURSEMENTS (COLLECTIVELY, "**CLAIMS**") TO THE EXTENT THAT SUCH CLAIMS RELATE TO, ARISE OUT OF OR RESULT FROM: (I) ANY INTENTIONAL OR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY DEALER OR OF ANY OF DEALER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS; (II) A BREACH OF THIS AGREEMENT BY DEALER, INCLUDING A BREACH OF ANY OF DEALER'S REPRESENTATIONS, WARRANTIES, OR COVENANTS UNDER THIS AGREEMENT; (III) DEALER'S USE OF THE SERVICES; (IV) DEALER'S FAILURE TO COMPLY WITH DEALER'S PRIVACY POLICY; OR (V) DEALER'S VIOLATION OF APPLICABLE LAW, BUT EXCLUDING, IN EACH CASE, CLAIMS, DEMANDS AND CAUSES OF ACTIONS ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PERSON OR ENTITY SEEKING INDEMNIFICATION.

#### 16. AUTHORIZED THIRD PARTY BENEFICIARIES.

KIA AND EACH SERVICE PROVIDER SHALL BE DEEMED A THIRD PARTY BENEFICIARY OF THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT.

#### 17. 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 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.



#### 18. Relationship of Parties.

Shift Digital and the Service Providers are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created between or among Dealer, Shift Digital, or any Service Provider under this Agreement.

#### 19. Waiver.

Any failure or delay by Shift Digital in exercising or enforcing any rights or remedies that are available under this Agreement (or that Shift Digital has the benefit of under any applicable law or otherwise) shall not be deemed to be a waiver of any other rights or remedies, and all such rights and remedies will remain available.

#### 20. Notices.

Any notice to be provided under this Agreement shall be in writing and shall be delivered to the last known address of the party to receive the notice, which shall be considered delivered three days after mailing if sent certified mail, return receipt requested, or when received, if sent by e-mail, facsimile, prepaid courier, express mail, or personal delivery.

#### 21. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties in respect of the subject matter contained herein and supersedes all prior agreements, consents and understandings relating to such subject matter. The parties agree that there is no oral or other agreement relating to such subject matter between the parties which has not been incorporated into this agreement.

#### 22. Survival.

The provisions of Sections 2, 3, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 of this Agreement, and any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination, will survive the termination of this Agreement and the Services.

#### 23. Changes to this Agreement.

Shift Digital may make changes to this Agreement or put into place Additional Terms from time to time at its discretion. When these changes are made, Shift Digital will notify Dealer and make a new copy of this Agreement available on the maintenance tool point of entry for the Services.

Dealer understands and agrees that its use of the Services after the date on which this Agreement or any Additional Terms have changed shall constitute Dealer's agreement to and, acceptance of the updated Agreement or Additional Terms. Except as set forth herein, this Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

#### 24. Severability.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Headings used in this Agreement are for reference purposes only and are not a part of this Agreement.

## 25. Assignment.

Dealer may not assign this Agreement without the prior written approval of Shift Digital, except that no approval shall be required to assign this agreement to any person or entity which is, directly or indirectly, controlled by, controlling, or under common control with Dealer and is a licensed dealer authorized to sell and service automobiles under a franchise agreement with KIA. This Agreement and all rights of Shift Digital hereunder may be assigned by Shift Digital, including, without limitation, to KIA, without consent, payment, or other condition (excepting reasonable notice to Dealer). This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

## 26. Choice of Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Michigan without reference to its conflicts of law principles. The parties expressly disclaim any application to this Agreement of the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Any action to enforce any arbitration proceeding, and any other legal action, suit or proceeding that is not otherwise subject to mandatory arbitration pursuant to Section 27 and arises under or relates this Agreement or the use of the Services shall be heard exclusively in either the state courts located in the County of Oakland, Michigan, U.S.A. or the Federal court located in the County of Wayne, Michigan, U.S.A., and the parties hereby submit to the jurisdiction thereof and venue therein. Notwithstanding the foregoing, a party may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any appropriate jurisdiction

## 27. Arbitration and Class Waiver.

27.1 Arbitration. Dealer agrees to arbitrate any dispute or claim that it may have with Shift Digital or its affiliates that arises out of or relates in any way to this Agreement or Dealer's use of or access to any Services. Such arbitration will be final and binding. If Shift Digital elects in its discretion to submit to arbitration any dispute or claim that it may have against Dealer, any such arbitration will be governed by the provisions of this Section 27.

27.2 Class Waiver. Any arbitration proceeding under this Section 27 will take place on an individual basis. Class arbitrations and class or representative proceedings of any kind are not permitted and Dealer expressly waives its ability to participate in a class or representative proceeding against Shift Digital or its affiliates. If the arbitration clause is found inapplicable to Dealer's dispute with Shift Digital, this class waiver will continue to apply in litigation. Dealer agrees that this class waiver is an essential element of the agreement between Dealer and Shift Digital 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 27 will be null and void.

27.3 Arbitrator Authority. Any dispute or claim subject to arbitration pursuant to this Section 27 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 other applicable Additional Terms between Dealer and Shift Digital, 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 Birmingham, Michigan, 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 15 in connection with any indemnification claim.

## Shift Digital Dealer Data Access Agreement

1. Access to Dealer's Web Sites, Systems and Data. Dealer hereby authorizes Shift Digital and the Service Providers that produce, collect or receive data pertaining to the Dealer's website(s), advertising activity, sales leads, lead generation activity, Dealer's use of the Services, or any of Dealer's other business activities (the "**Dealer Data**"), to transfer, provide or otherwise make available the Dealer Data to Shift Digital, KIA, and Service Providers, which may include directly sharing Dealer Data with KIA and the Service Providers. KIA's use of the Dealer Data is subject to Dealer's agreement with KIA, to which Shift Digital and the Services Providers are not a party. In the event the performance of the Services requires Shift Digital and/or the Service Providers to access Dealer's computer systems to collect Dealer Data or perform the Services, Dealer specifically requests and authorizes such access and will provide, and has all rights and authorizations required to provide, such access. Shift Digital and/or the Service Providers may access Dealer Data in accounts created and managed by Shift Digital and/or the Service Providers on the third party sites or, if Dealer provides its account information and authorizes access to accounts managed by Dealer, Shift Digital and/or the Service Providers may access Dealer's accounts directly on those third party sites.
2. Dealer Data Ownership. The Dealer Data shall continue to be owned by the Dealer. Neither Shift Digital nor the Service Provider will use the Dealer Data for any other purposes than those intended with the Services or as otherwise provided herein. Nothing in this Agreement shall obligate Shift Digital or any Service Provider to retain any Dealer Data.
3. Dealer License. Dealer hereby grants to Shift Digital and the Service Providers a royalty-free, non-exclusive, nontransferable, non-cancelable, perpetual license to use the Dealer Data, including without limitation any sales and inventory data (to the extent available) obtained from Dealer's computer systems, or use of the Services for the purposes of (i) performing the Services; (ii) consumer, vehicle, and industry research and reference; (iii) evaluation of sales lead performance; (iv) combining with other data to create proprietary market price and incentive guides; (v) the generation of market analysis data and related products; (vi) development of reports for KIA; (vi) in promotional materials of Shift Digital and/or the Service Providers but only for such purpose when Dealer Data is aggregated, anonymized, or otherwise de-identified; and (vii) Shift Digital's and/or the Service Provider's business and operations, which may include (1) analyzing and reporting such aggregated and de-identified data in connection with the conduct of Dealer's business and operations; (2) creation of operational statistics for internal use only; (3) creation and inclusion in financial reporting of aggregate statistics regarding services performed; (4) creation and inclusion in marketing materials of aggregate statistics highlighting the capabilities of Shift Digital's and/or the Service Provider's products and services; and (5) advancing and improving existing products and services, creating new and enhanced product and services, and development and publication of market and industry intelligence and expertise by Shift Digital and/or the Service Provider.
4. Disclosure to KIA. In connection with the Services, Dealer instructs Shift Digital and the Service Providers to disclose all Dealer Data to which Shift Digital and the Services Providers have access, including without limitation Personal Information, to KIA on dealer's behalf.

5. Google AdWords and Analytics. Dealer expressly authorizes Shift Digital, and the Service Providers to access Dealer Data maintained by third parties, including Google in such services as Google AdWords and Google Analytics, on Dealer's behalf as Dealer's agent in order to provide the Services. DEALER ACKNOWLEDGES AND AGREES THAT (A) DEALER IS RESPONSIBLE FOR COMPLIANCE WITH GOOGLE ADWORDS AND GOOGLE ANALYTICS POLICIES, TERMS OF USE, AND APPLICABLE LAWS AND REGULATIONS, AND (B) WHEN SHIFT DIGITAL AND/OR THE SERVICE PROVIDERS ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, SHIFT DIGITAL AND/OR SERVICE PROVIDERS ARE ACTING AS DEALER'S AGENT, AND NOT AS THE AGENT OF GOOGLE OR ANY OTHER THIRD PARTY. NEITHER SHIFT DIGITAL, KIA, THE SERVICE PROVIDERS, GOOGLE NOR ANY OTHER THIRD PARTY PROVIDES ANY WARRANTY OR GUARANTY (EXPRESS OR IMPLIED) OF ANY RESULTS OR OTHERWISE WITH RESPECT TO ACCESS OR USE OF DEALER DATA IN THE SERVICES.
6. Publisher Policies and Terms. Use of the Services is also subject to the applicable policies and terms of the search engine, website, or network publishers ("Publishers") on which display ads, videos, or other advertising media ("Advertisements") are posted or displayed in connection with the Services, including without limitation any Publisher's terms and conditions, editorial guidelines, privacy policies, trademark guidelines, and ad specification requirements ("Policies"). Dealer agrees to comply with the Policies during the term of this Agreement and agrees that it has or will enter into a contractual relationship directly with such Publishers for the publication of Advertisements and associated data collection and use that will permit Shift Digital and the Service Providers to provide the related Services in compliance with all applicable laws and regulations. Shift Digital or the Service Provider may modify Advertisements to comply with any Policies in its sole discretion. Dealer agrees not to access (or attempt to access) any of the Services by any means other than through the interfaces that are made accessible by Shift Digital or the Service Provider.
7. Personal Information processing. When Shift Digital is processing Personal Information on behalf of Dealer in connection with the Services, the following terms apply:
  - a. Shift Digital will process Personal Information only for the nature and purpose of fulfilling the Services and in accordance with Dealer's written instructions, which are documented in this Agreement and as further identified in the order form. Notwithstanding the foregoing, Shift Digital may also process Personal Information as necessary for Shift Digital to comply with applicable laws and regulations.
  - b. Data subjects whose Personal Information will be processed by Shift Digital in connection with the Services may consist of Dealer's employees, contractors, potential, actual, and former customers, and website visitors.
  - c. Categories of Personal Information to be processed by Shift Digital in connection with Services may include:
    - i. First and last name
    - ii. Street address
    - iii. Vehicle of interest
    - iv. Phone number
    - v. Email address
    - vi. IP address
    - vii. Customer-owned VIN

- viii. Dealer's business contact information
- d. The duration of processing of Personal Information is equal to the term of the Agreement.
- e. Shift Digital will not (i) sell or share Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than the specific purpose of performing its obligations under the Agreement, including retaining, using, or disclosing the Personal Information for a commercial purpose other than fulfilling its obligations under the Agreement; or (iii) retain, use, or disclose Personal Information outside of the direct business relationship between Company and Shift Digital. For purposes of this Agreement, to "share" Personal Information means to disclose Personal Information to a third party for cross-context behavioral advertising or targeted advertising purposes as contemplated by Applicable Privacy Laws. For purposes of this Agreement, to "sell" Personal Information means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information to a third party for monetary or other valuable consideration. This sub-section will not apply when Shift Digital is processing Personal Information for cross-context behavioral advertising purposes or combining Personal Information that Shift Digital processes on behalf of itself or third parties with Personal Information Shift Digital processes on behalf of Dealer (collectively, "**Third Party Service Components**").
- f. Shift Digital will process Personal Information in accordance with all applicable laws and regulations, including, but not limited to, California Consumer Privacy Act (as amended by the California Privacy Rights Act), Connecticut's Act Concerning Personal Data Privacy and Online Monitoring (effective July 1, 2023), Colorado Privacy Act (effective July 1, 2023), Utah Consumer Privacy Act (effective December 31, 2023), Virginia Consumer Data Protection Act, and other federal and state laws and regulations relating to privacy, data security, and the processing, storage, protection, and disclosure of Personal Information (collectively, "**Applicable Privacy Laws**").
- g. All Personal Information will be deemed to be owned or licensed by Dealer and is Dealer Data subject to a duty of confidentiality. Dealer and all Shift Digital personnel and permitted subcontractors that process Personal Information are under a binding obligation to protect the confidentiality of such Personal Information.
- h. Dealer may, upon at least thirty (30) days prior written notice and not more than once per twelve month period, at Dealer's sole cost and expense, assess Shift Digital's Personal Information processes for compliance with these terms and Applicable Privacy Laws. Dealer will use reasonable efforts to minimize the disruption to Shift Digital's business operations from such assessment and will comply with all reasonable directives from Shift Digital if accessing Shift Digital's facilities, systems, or documents. Dealer will reimburse Shift Digital for reasonable expenses incurred, including compensation for Shift Digital personnel time expended, in connection with such audit/review.
- i. Shift Digital will not disclose Personal Information to any sub-processors without the prior approval of Dealer. Dealer consents to Shift Digital's disclosure of Personal Information to the sub-processors, including the Service Providers, identified on the program enrollment website, Shift Digital's third party data center, and additional sub-processors as approved by Dealer in writing from time to time. Shift Digital will notify Dealer of any

changes to the sub-processors that it uses to process Personal Information by updating the list available on the program enrollment website, and Dealer shall have ten (10) business days to object each such change beginning on the date Shift Digital updates the list (the “**Objection Period**”). If Dealer does not object to the changed sub-processors within the Objection Period, Dealer will be deemed to have irrevocably approved the changed sub-processors. This sub-section will not apply to Shift Digital’s processing of Personal Information for Third Party Service Components.

- j. Shift Digital will either inform (i) Dealer of any data subject request received by Shift Digital relating to Personal Information processed on behalf of Dealer, or (ii) the requesting data subject that they should make their request directly to the Dealer. Dealer will notify Shift Digital of any data subject request received by Dealer to which Shift Digital must comply and provide information reasonably necessary for Shift Digital to comply with such request.
- k. To the extent prohibited by Applicable Privacy Laws, Shift Digital will not combine Personal Information it processes on behalf of Dealer with Personal Information it processes on behalf of third parties or itself. This sub-section will not apply when Shift Digital processes Personal Information in connection with Third Party Service Components.
- l. Shift Digital will implement reasonable technical, administrative, organizational, and physical safeguards to protect Personal Information against unauthorized access, use, disclosure, alteration or destruction, including, to the extent applicable, a written information security program for the protection of “non-public personal information” as defined under GLBA and its implementing regulations.
- m. Shift Digital will notify Dealer in writing in the event that it determines it is no longer able to meet its obligations under Applicable Privacy Laws or this Agreement with regard to its processing of Personal Information under the Agreement. After providing reasonable notice to Shift Digital, Dealer may take actions that, in Dealer’s reasonable discretion and at Dealer’s cost, are appropriate to stop and/or remediate Shift Digital’s noncompliant processing of Personal Information.
- n. Upon termination of the Agreement or upon Dealer’s request, Shift Digital will promptly return or destroy (with written certification), at Dealer’s option except that Shift Digital may choose destruction if return is impractical, any or all of Dealer’s Personal Information in its possession or control unless (i) retention of such Personal Information is required by laws or regulations applicable to Shift Digital; (ii) Shift Digital determines, in its sole discretion, it needs to retain such Personal Information to pursue or defend against an actual or potential legal claim; (iii) such Personal Information is stored in an archive or backup system (only until such Personal Information is deleted from such system in the ordinary course of Shift Digital’s business); or (iv) Dealer consents to the retention thereof.

## KIA Digital Program Terms

### For the Kia Digital Program

Dealer represents and warrants that it is a licensed automotive dealer authorized to sell and service vehicles under a franchise agreement with KIA.

KIA is a third party beneficiary of this Agreement as provided in Section 18 of the Agreement, however, Shift Digital does not have the power or authority to bind KIA through this Agreement or otherwise.

Dealer agrees to deliver all notices required hereunder to [info@kianadigital.com](mailto:info@kianadigital.com).



## Additional Service Terms

Additional service terms begin on the following page.

## Call Tracking

Dealer acknowledges that, as part of the Services, Dealer may receive use of and access to certain tollfree and local tracking phone numbers, as well as other Services relating to such numbers (collectively, with the services, the “**Number(s)**”). Dealer acknowledges and understands that when a person (the “**Caller**”) calls a Number, the Caller will be automatically advised that each call is subject to recording and monitoring prior to the connection of the telephone call to Dealer through the Number (the “**Recorded Call Message**”). Dealer represents, warrants, and agrees in connection with Dealer’s use of the Services, that Dealer has reviewed the legality of recording, monitoring, storing, and divulging telephone calls, that Dealer is permitted to engage in such activities, and that Dealer shall use the Number(s) in full compliance with all applicable laws and regulations. Dealer represents and warrants that Dealer has had the opportunity to review the proposed usage of the Numbers with Dealer’s legal counsel, and that Dealer has established proper procedures to protect the privacy of, and otherwise comply with all applicable laws and regulations with respect to, Callers and the Call Receivers (defined below). In the event the Recorded Call Message requires a revision in order to comply with applicable laws, then Dealer shall promptly notify Shift Digital in writing of that fact, advising Shift Digital as to the exact language necessary to comply with the applicable laws. Dealer agrees and acknowledges that neither Shift Digital, nor any Service Providers accept any responsibility for (a) the legality of recording, monitoring, storing and/or divulging telephone calls and (b) the legality of the language used in the Recorded Call Message.

Dealer agrees and acknowledges that applicable laws and regulations may require that Dealer provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and/or other persons who receive telephone calls (the “**Call Receivers**”). Dealer agrees, acknowledges, represents, and warrants that Dealer will provide and/or obtain all notices, consents, and permissions relating to Call Receivers, as required by applicable laws and regulations.

Dealer will not use these Services in connection with any unsolicited or harassing messages (commercial or otherwise) including but not limited to unsolicited or unwanted SMS or text messages. Dealer will not improperly engage in activity which the United States Federal Communications Commission or other government authority has prohibited. Dealer is personally responsible for all SMS messages originated and sent via the chat Services provided to Dealer. Actions taken using Dealer’s credentials shall be deemed to be actions taken by the Dealer.

## Webbuy

Dealer's use of the WebBuy Platform, WebBuy Unlimited plan, and WebBuy Instant Trade-In Tool, each of which is integrated into those consumer-facing website(s) operated by Dealer (each, a "**Dealer Website**") is provided by Complete, LLC d/b/a WebBuy ("**Administrator**"). In addition to the Universal Terms and Conditions of Use and End User License Agreement between Dealer and Sanctus, LLC, a limited liability company d/b/a Shift Digital (the "**Shift EULA**"), the following Additional Terms and Conditions ("**Additional Terms**") apply to Dealer's use of the WebBuy Platform. All capitalized terms used in these Additional Terms which are not defined below shall have the meanings given to them in the Shift EULA.

**NOTE TO DEALER: THESE SUPPLEMENTAL TERMS INCLUDE PROVISIONS THAT SUPPLEMENT TERMS IN THE SHIFT EULA.**

- 1. Summary.** Individual customers of Dealer ("**Consumers**") may use the WebBuy Platform to reserve for purchase or lease, as applicable, new and used automobiles, trucks and similar vehicles offered for sale by Dealer ("**Vehicles**"), to sell their current automobiles, trucks or similar vehicles ("**Wholesale Vehicles**"), to purchase related products and services and to arrange a lease or retail installment contract for such purchases through financial institutions that have entered into participation agreements with Administrator ("**Partner Lenders**"), and to use the WebBuy Instant Trade-In Tool to sell their Wholesale Vehicles to Dealer. The "**WebBuy Platform**" is comprised of (a) software developed by or licensed to Administrator ("**Software**") and other technology developed by or licensed to Administrator, including all Updates and all documentation thereto made available to Dealer and (b) data and services provided by Administrator, either directly or through third parties, that together permit Dealer to access and use the Services. The "**WebBuy Instant Trade-In Tool**" is comprised of (i) Software and other technology developed by or licensed to Administrator, including all Updates and all documentation thereto made available to Dealer and (ii) data and services provided by Administrator, either directly or through third parties, that together permit Dealer to access and use the Services.
- 2. Selection of WebBuy Platform; Implementation; Go-Live.** Dealer may select its preferred variation of the WebBuy Platform, including presenting the WebBuy Instant Trade-In Tool as a standalone button or widget on the Dealer Website(s). Within a reasonable time after Dealer has enrolled to receive the Services, Administrator will agree to configure the Dealer Website(s) agreed upon by Administrator and Dealer and connect such Dealer Website(s) to third party services so that End Users may access and use the WebBuy Platform and, if selected by Dealer, the WebBuy Instant Trade-In Tool (each, an "**Implementation**" and collectively, the "**Implementation Services**"). Dealer will agree to provide all resources and authorizations necessary to complete each Implementation. The date on which the WebBuy Platform has been fully installed, functional and confirmed in writing by Dealer on the initial Dealer Website is the "**Go Live Date.**" Administrator will not be liable to Dealer or to any other third party for any delay in the Go Live Date
- 3. Dealer Commitments.** In addition to the other obligations of Dealer under the Shift EULA, Dealer shall (a) provide professional and courteous assistance to each Consumer; (b) meet each Consumer at his or her appointment time as scheduled through the WebBuy Platform or otherwise scheduled with the Consumer; (c) have each Vehicle at each such appointment clean, displayed in the vehicle delivery area and ready for delivery; (d) refrain from selling any Vehicle reserved for purchase through the WebBuy Platform to a third party for three (3) business days

following the date on which the Consumer reserves the Vehicle for purchase; (e) put in place reasonable procedures to ensure that no Vehicle reserved for purchase is sold to a third party during the holding period, including but not limited to marking such Vehicle as sold in Dealer's inventory promptly after the Vehicle is reserved for purchase through the WebBuy Platform; (f) accept all reservations of Vehicles presented through the WebBuy Platform; (g) agree to purchase each Consumer's Wholesale Vehicles in accordance with the terms offered through the WebBuy Platform; and (h) ensure that Dealer's key personnel complete the car dealership training modules within the WebBuy Platform within six (6) months of the beginning use of the WebBuy Platform. Dealer acknowledges that, under the Terms of Service (as defined below), Consumers have the right to a refund of the Deposit for any reason. If the Consumer indicates to Dealer that he or she wishes to have the Deposit applied to the purchase or lease of the Vehicle reserved by the Consumer, Dealer may do so, but Dealer agrees to promptly refund the Deposit in full if so requested by the Consumer. Failure to promptly return a Deposit will be deemed a material breach of these Additional Terms. Dealer shall, from time to time at the request of Administrator, execute and deliver additional documents to enable services of any third party service providers and take such other actions as may be necessary for Administrator to provide the Services, provided that such Dealer agreement to third party terms and conditions shall not result in Dealer paying Administrator any additional fees.

4. **Operation of Dealer's Business.** Dealer shall operate its business in accordance with industry practices and shall comply with all laws and regulations applicable to it in the operation of its car dealership, the sales of Vehicles, the purchase of Wholesale Vehicles, the operation of the Dealer Website(s), the use of Dealer Data and the performance of its obligations under the Shift EULA. Dealer is responsible for all aspects of the operation and management of its car dealership business and the Dealer Website(s). Dealer is solely responsible for (a) setting prices for Vehicles and for determining criteria for the purchase of Wholesale Vehicles, (b) setting the amount of deposit required to reserve a Vehicle (the "**Deposit**"), (c) establishing the parameters by which Dealer is willing to purchase each Wholesale Vehicle, (d) ensuring the accuracy of all purchase orders generated through the WebBuy Platform, (e) ensuring that Consumers purchasing a Vehicle using the WebBuy Platform receive all notices and sign all consents required by any law applicable to Dealer prior to delivery of each such Consumer's Vehicle and (f) ensuring that Consumers selling a Wholesale Vehicle using the WebBuy Instant Trade-In Tool receive all notices and sign all consents required by any law applicable to Dealer prior to receipt of each such Consumer's Vehicle. Dealer agrees to obtain from each Consumer, as part of the sale of a Vehicle, such documents and agreements as may be requested by Partner Lenders, including agreements affirming the Consumer's consent to a credit check. If a Consumer decides not to purchase a Vehicle reserved through the WebBuy Platform, Dealer shall refund to Consumers any Deposit if so requested by the Consumer. Dealer shall use best efforts to complete the sale of Vehicles and the purchase of Wholesale Vehicles in accordance with the terms agreed upon by Consumers through the WebBuy Platform. Dealer shall promptly notify Administrator in writing if it receives or expects to receive any adverse notice from any regulator or other authority relating to the Services and shall cooperate with Administrator in the response to any such adverse notice.
5. **Vehicle Transaction Accounting.** Dealer shall provide a monthly accounting of all Consumer Transactions and Wholesale Vehicles purchased, in a format acceptable to Administrator. Such accounting shall be provided directly by Dealer, Dealer's accounting system provider or such other third party provider as approved by Dealer. Such accounting shall be delivered to Administrator by the end of the fifth business day following the end of each month. A "**Consumer Transaction**"

will be deemed to have occurred (a) when a Consumer completes the process to reserve a Vehicle for purchase or lease using the WebBuy Platform and/or (b) when a Qualified Lead purchases a Vehicle from Dealer within sixty (60) days after becoming a Qualified Lead. A “**Qualified Lead**” is a Consumer who provides, at minimum, their valid name and contact information to Administrator as part of the WebBuy Platform’s reservation process but does not complete the process to reserve a Vehicle for purchase. The Consumer will be deemed qualified on the day on which Administrator provides the Consumer’s name and contact information to Dealer through the administrative portal of the WebBuy Platform.

- 6. Authorized User Access and Responsibility.** To the extent permitted by the functionality of the WebBuy Platform, Dealer shall be responsible for granting access and issuing credentials to its employees and representatives (“**Dealer Personnel**”), by assigning each such user a unique username and log-in password (the “**Credentials**”) and for disabling the same when appropriate, for using the administrative tools within the WebBuy Platform. Dealer shall strictly limit access to the WebBuy Platform solely to those Dealer Personnel who have a need to access Dealer’s administrative portal to assist Dealer or act on Dealer’s behalf. Dealer shall ensure that all Dealer Personnel accept Administrator’s online terms of service prior to accessing and using the WebBuy Platform (as amended from time to time, the “**Terms of Service**”). Dealer shall maintain, and shall ensure that Dealer Personnel maintain, the confidentiality of the Credentials, and Dealer shall notify Administrator immediately if Dealer becomes aware of or suspects any unauthorized access to or use of the Services under such Credentials or otherwise. Dealer shall ensure that all Dealer Personnel comply with the Terms of Service, these Additional Terms, and the Shift EULA and shall terminate the Credentials of any Dealer Personnel who do not comply with the Terms of Service, these Additional Terms, or the Shift EULA or whose employment or other relationship with Dealer is terminated. Any access to the WebBuy Platform by a competitor of Administrator under Dealer Personnel’s Credentials shall be deemed a material breach of these Additional Terms and the Shift EULA that is incapable of cure. Dealer agrees that it shall be solely responsible for all acts and omissions of Dealer Personnel, including all activities performed under the Credentials issued to Dealer Personnel. Administrator may deny or suspend any individual’s access to the WebBuy Platform on written notice to Dealer if Administrator, in its sole discretion, believes that individual’s use of the WebBuy Platform would violate any provision of these Additional Terms or the Terms of Service, regardless of whether Dealer designated that individual as an authorized user.
- 7. WebBuy Platform and Dealer Systems Settings.** Dealer shall cooperate with Administrator to configure the Dealer Website(s) and WebBuy Platform settings as contemplated herein, including providing all required Dealer Data necessary to permit configuration. Dealer agrees to provide Administrator with limited access to WebBuy related RouteOne and DealerTrack system settings (to the extent permissible by agreement between Dealer and RouteOne and/or DealerTrack) and appropriate assistance to Administrator to configure such Dealer’s RouteOne and DealerTrack system settings applicable to the WebBuy Platform (“**System Settings**”) to allow Partner Lenders, as selected solely by Administrator, to receive credit applications from Consumers submitted through the WebBuy Platform so that Dealer and Consumers are able to receive offers for retail installment contracts or leases provided by Partner Lenders. Unless approved in advance by Administrator in writing, Dealer shall not modify, and shall ensure that Dealer Personnel do not modify, such System Settings at any time during the term of Dealer’s use of the WebBuy Platform. Dealer represents and warrants that it holds, and that at all times during the term of its use of the WebBuy Platform it will hold, all rights necessary to its networks, systems and software (including

its installed software), Dealer Website(s) and Dealer Data, so that Administrator may provide the Services.

- 8. Restrictions on Use.** Dealer shall only use, and shall ensure that its users shall only use, the Services for lawful purposes and in compliance with these Additional Terms and the Shift EULA. Dealer shall not, and shall ensure that its users do not, use the Services to: (a) violate any applicable law; (b) impersonate or use the identity of another person or organization, or falsely state or otherwise misrepresent an affiliation with a person or organization; (c) engage in any activities or manipulate identifying material to misrepresent the origin of content; (d) disseminate any information or content, including by e-mail, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or information or content that could otherwise be considered to be objectionable; (e) interfere with or otherwise limit the use of the Services or Administrator's networks by other users; or (f) disrupt or interfere with the security of, or otherwise cause harm to, the Services or Administrator's networks, accounts, usernames or passwords.
- 9. Security and Privacy.** Dealer represents and warrants that: (a) it has in place and shall at all times maintain reasonable security measures necessary to prevent unauthorized access to the WebBuy Platform or the Services; (b) it has provided all privacy notices and obtained all consents from users necessary so that Administrator may provide the Services as contemplated herein and may use Dealer Data as permitted under these Additional Terms and the Shift EULA; and (c) the Dealer Website(s) comply with all applicable law and regulations, including all privacy laws. Dealer will ensure that the privacy policies and terms of service for the Dealer Website(s) through which users will access the WebBuy Platform permits Administrator to provide the Services and to use Dealer Data as permitted under these Additional Terms and the Shift EULA. Upon request, Administrator will provide a "frequently asked questions" document (the "**WebBuy Privacy FAQ**") that describes in reasonable detail Administrator's uses of personal data collected under these Additional Terms and the Shift EULA. Administrator may notify Dealer of updates to the WebBuy Privacy FAQ from time to time, and Dealer agrees to review and, if necessary, update the privacy policies and terms of service for the Dealer Website(s) within a reasonable time after such notice in order to ensure Dealer's continued compliance with these terms.
- 10. Agent to Execute Closing.** Dealer acknowledges that, once a Consumer has agreed to finance the purchase of a Vehicle and related products and services through the WebBuy Platform using a retail installment contract or lease from a Partner Lender (a "**Qualified Financing**"), Dealer is an agent for execution of the transaction and, in addition, will have access to the Partner Lender's confidential information and the transaction information. Accordingly, unless otherwise prohibited by applicable law, Dealer shall not (a) solicit any such Consumer to replace the Qualified Financing offered by the Partner Lender with Dealer's financing package or any other bank or financing product except to the extent that such Dealer financing package reflects a lower incentivized or subvented rate available through a manufacturer affiliated lending source not available on the WebBuy Platform or (b) alter any of the material terms and conditions of the Qualified Financing, including but not limited to the interest rate, unless approved in advance by the applicable Partner Lender. For clarity, Dealer may modify the retail installment contract amount in order to finance the purchase of accessories, parts, and/or any other products and services (including service contracts) that Administrator may elect to make available through the WebBuy Platform ("**Other Products**"). Nothing shall prohibit a Consumer from independently soliciting and selecting a different financing offer than the one offered by such Partner Lender.

- 11. Consumer Access.** Dealer shall ensure that the WebBuy Platform remains integrated with all Dealer Website(s) during its term of using the WebBuy Platform and shall not, without the prior written consent of Administrator, attempt to deactivate, destabilize or disconnect the WebBuy Platform or otherwise restrict Consumers' access to the WebBuy Platform (including through unauthorized modification of the System Settings).
- 12. Updates.** Administrator may, at its option, from time to time, develop and install improvements, enhancements, bug fixes or other developments of and to the Software ("**Updates**"). All Updates integrated into the Software shall be deemed part of the Software and the Services for all purposes under these Additional Terms and, unless expressly provided otherwise in advance, shall be provided to Dealer at no additional cost. Administrator reserves the right to modify the Services from time to time.
- 13. Third Party Data Feeds.** Dealer acknowledges that, in delivering the Services, Administrator may obtain data feeds or data streams from third parties, including but not limited to data from credit reporting agencies and from vendors that provide incentives, tax and vehicle valuation data ("**Third Party Data Feeds**"). Each of Dealer and Administrator acknowledge and agree that ownership of all data provided by Partner Lenders through the Services ("**Lender Data**") and that ownership of all data included in Third Party Data Feeds and made available through the WebBuy Platform shall be as set forth in separate agreements between, as applicable, Partner Lender's and the vendors of Third Party Data Feeds. Dealer receives no right, title, or interest to, and disclaims any ownership interest in, Lender Data and data included in Third Party Data Feeds. Dealer agrees that Administrator shall have no liability for the Third Party Data Feeds and that any data from Third Party Data Feeds incorporated into the Services is provided on an "AS IS" basis. Dealer shall not save, store or reassemble any data from Third Party Data Feeds other than for Dealer's bona fide record-keeping purposes and to comply with applicable law and shall not attempt to create any stand-alone database that is comprised in whole or in part of Third Party Data Feeds.**Feedback.** Any feedback provided by Dealer with respect to the Services ("**Feedback**") is voluntary and without any consideration owing to Administrator. Administrator hereby assigns to Dealer all rights in the Feedback for all purposes.
- 16. Administrator Intellectual Property.** Notwithstanding any contrary terms in the Shift EULA, as between Administrator and Dealer, Administrator retains all right, title and interest in and to (a) the registered and unregistered trademarks and service marks of Administrator; (b) all Administrator copyrights, trade secrets, inventions, patents, patent applications and proprietary information; (c) the Services, including the WebBuy Platform and Software (and Updates), and any improvements, modifications, enhancements or derivative works to the foregoing; (d) Administrator's Confidential Information; (e) De-Identified Data and Aggregated Data; (f) Feedback; and (g) any and all reports and analytics generated by Administrator, evaluation results, reports of errors, problems or defects and suggestions related to the Services.
- 17. Text Messaging.** DEALER ON BEHALF OF ITSELF AND ITS PERSONNEL EXPRESSLY AGREES AND CONSENTS TO RECEIVE TEXT MESSAGE NOTIFICATIONS, CALLS, EMAILS, OR OTHER NOTIFICATIONS FROM ADMINISTRATOR. THIS INCLUDES TEXT MESSAGES OR CALLS TO ANY CELLULAR TELEPHONE NUMBER PROVIDED TO ADMINISTRATOR, INCLUDING TEXT MESSAGES SENT OR CALLS MADE THROUGH AN AUTOMATIC TELEPHONE DIALING SYSTEM, CALLS UTILIZING ARTIFICIAL OR PRE-RECORDED VOICES, RELATED TO DEALER'S USE OF THE WEBBUY PLATFORM. ADMINISTRATOR IS NOT RESPONSIBLE FOR FEES ASSESSED BY THE CELLULAR TELEPHONE

PROVIDER FOR DEALER OR PERSONNEL RELATED TO RECEIPT OF TEXT MESSAGES OR CALLS. TO THE EXTENT DEALER OR ITS PERSONNEL ARE SENT A MESSAGE GOVERNED BY THE TELEPHONE CONSUMER PROTECTION ACT OR THE CAN-SPAM ACT THROUGH THE WEBBUY PLATFORM, DEALER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ADMINISTRATOR FROM AND AGAINST ANY CLAIM, LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSE, AND ATTORNEY'S FEES ARISING AS A RESULT OF ANY CLAIM, DEMAND OR PROCEEDINGS BROUGHT OR THREATENED AGAINST ADMINISTRATOR IN CONNECTION WITH DEALER'S FAILURE TO OBTAIN PROPER CONSENT TO RECEIVING TEXT MESSAGES, EMAILS, OR NOTIFICATIONS THAT ARE SENT VIA THE WEBBUY PLATFORM, INCLUDING BUT NOT LIMITED TO, CLAIMS ARISING UNDER THE TELEPHONE CONSUMER PROTECTION ACT AND THE CAN-SPAM ACT. THIS PROVISION IS A MATERIAL TERM OF THE AGREEMENT BETWEEN DEALER AND ADMINISTRATOR AND CANNOT BE UNILATERALLY MODIFIED, REVOKED, OR WITHDRAWN BY DEALER OR ITS PERSONNEL.

18. **Publicity.** Dealer agrees that Administrator may indicate that Dealer is a licensee of the WebBuy Platform for promotional purposes, including by posting Dealer's name and Dealer's name, trademarks, or logo on Administrator's website, social media websites and similar venues.
19. **Subcontractors.** Administrator may engage subcontractors to provide the Services. Administrator will remain responsible for the performance by its subcontractors of any obligations under the Shift EULA and these Additional Terms.
20. **Third Party Beneficiary.** Without limiting any term in the Shift EULA, Dealer acknowledges and agrees that Administrator is an intended third-party beneficiary of the indemnification and limitation of liability provisions of the Shift EULA.
21. **Conflict.** In the event of a conflict between these Additional Terms and the Shift EULA, these Additional Terms shall govern solely with respect to the Administrator's services.



## Dealer Teamwork

This Additional Products & Services Appendix (hereinafter “**Appendix B**”) modify, supplement, and amend the Universal Terms and Conditions of Use End User License Agreement KIA Digital Certified Solutions Program (the “**Master Terms**”) between Sanctus, LLC (doing business as Shift Digital) and you, the dealer (“**Dealer**”) subscribing to one or more services described in this Appendix B provided by Dealer Teamwork, LLC (“**Dealer Teamwork**”). This Appendix B and the Master Terms are collectively referred to herein as the “**Agreement**”, and “**Services**” as defined in the Master Agreement shall also include the services provided by Dealer Teamwork in accordance with this Appendix B. Initially capitalized terms not otherwise defined in this Appendix B shall have the meanings as defined in the Master Terms.

Dealer Teamwork agrees to provide you with either (a) the Dealer Teamwork Premium Edition Advanced SEO and Local SEO Suite, or (b) the Dealer Teamwork Core Edition Advanced SEO and Local SEO Suite (as selected by you). The Dealer Teamwork Premium Edition Advanced SEO and Local SEO Suite and the Dealer Teamwork Core Edition Advanced SEO and Local SEO Suite are referred to as the “**SEO Services**” in this Appendix B.

As it is required to provide the SEO Services in this Appendix B, Dealer agrees to maintain a current program enrollment with Shift Digital program for Dealer Teamwork’s MPOP Products & Services for the term of this Appendix B.

IN ORDER TO ACCESS AND USE THE SEO SERVICES, DEALER MUST FIRST AGREE TO THIS APPENDIX B BY CLICKING “I AGREE” BELOW. IF YOU DO NOT AGREE WITH THIS APPENDIX B, DO NOT ACCESS, OR IN ANY WAY USE, THE SEO SERVICES AND IMMEDIATELY EXIT FROM THE SEO SERVICES. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS APPENDIX B, YOUR USE OF THE SEO SERVICES IS STRICTLY PROHIBITED.

In the event of any inconsistency between the terms of this Appendix B and the Master Terms, these terms of this Appendix B shall govern and control. In all other respects, the Master Terms are and shall remain in full force and effect.

You may not accept this Appendix B if (a) you are not of legal age to form a binding contract with us, (b) you are not authorized to bind the company subscribing to receive the SEO Services, or (c) the Dealer has not previously agreed to the Master Terms.

Before you continue, you should print a save a copy of this Appendix B for your records.

Shift Digital and Dealer Teamwork agrees to provide the SEO Services to you in accordance with the terms and conditions of the Agreement. The following terms and conditions shall apply to the SEO Services:

### 1. Dealer Teamwork Products and Services for Google Cars for Sale

- 1.1. Dealer Teamwork has entered into an agreement with Google, enabling Dealer Teamwork to provide Google with an MPOP generated data feed to display Dealer’s new and/or used vehicle inventory and pricing information on Dealer’s Business Profile on Google, and Dealer desires to have Dealer Teamwork provide the SEO Services to enable this capability.

- 1.2. Dealer agrees to provide an automated feed containing all new and used vehicle inventory and pricing data to Dealer Teamwork (at no charge to Dealer Teamwork) in a mutually agreeable format, to enable Dealer Teamwork to provide the SEO Services.
- 1.3. In order to display Dealer's new and/or used vehicle inventory and pricing information ("**Content**") in Dealer's Business Profile on Google, and as is required by Google, Dealer hereby grants to Dealer Teamwork a non-exclusive, worldwide, sublicensable, perpetual and irrevocable license to use Content in connection with SEO Services (and in connection with Google products and/or services).
- 1.4. Dealer agrees that the Content provided to Dealer Teamwork and Shift Digital will comply with applicable law and will not contain any third party's Personal Data or Personal Information (as defined by GDPR and CCPA respectively).
- 1.5. Dealer will use commercially reasonable efforts to provide corrections, modifications, and refreshes to Content ("**Updates**") during the term of this Agreement to ensure Dealer Teamwork has complete, accurate and current inventory and pricing data (meeting Google's requirements), and will provide Dealer Teamwork with new Content Updates containing Dealer's then current new and/or used vehicle inventory not less than twice daily.
- 1.6. Dealer Teamwork may augment Dealer's Content with enhanced and/or additional information, generated by Dealer Teamwork's MPOP product ("**Enhanced Content**"), for display in Dealer's Business Profile on Google (and potentially other Business Listing Management services at Dealer Teamwork's discretion).
2. Dealer agrees to provide Dealer Teamwork with the access privileges necessary to perform the SEO Services.
3. Dealer agrees to complete appropriate training on the SEO Services and to make reasonable efforts to keep Google Business Profile information current and accurate.
4. This Appendix B 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 this Appendix B will be binding unless in writing and signed by you and Shift Digital.

## Black Book

If Dealer subscribes to one or more Black Book® online trade-in tools, Dealer understands and agrees that Dealer's use of such online trade-in tools shall be subject to, and Dealer agrees to the additional terms and conditions set forth at, <https://www.intelliprice.com/VeretechTC/TermsOfUse.htm>, which are incorporated herein by reference and made a part of these Terms. In the event of any conflict between the additional terms and conditions referenced herein and these Terms, these Terms shall control and govern.

## Cox Automotive Online Trade-In Tools

If Dealer subscribes to one or more Blue Book® or Cox Automotive online trade-in tools, Dealer understands and agrees that Dealer's use of such online trade-in tools shall be subject to, and Dealer agrees to the additional terms and conditions set forth at, <http://us.dealertrack.com/content/dealertrack/en/legal/legal-resources.html>, which are incorporated herein by reference and made a part of these Terms. In the event of any conflict between the additional terms and conditions referenced herein and these Terms, these Terms shall control and govern.

## Podium

If Dealer subscribes to one or more services provided by Podium Corporation, Inc., Dealer understands and agrees that Dealer's use of such services shall be subject to, and Dealer agrees to the additional terms and conditions set forth at, <https://legal.podium.com/#termsofservice-us>, which are incorporated herein by reference and made a part of the Agreement.

## Foureyes® Modules

Dealer is a party to that certain End User License Agreement (“**EULA**”) between Dealer and Sanctus, LLC doing business as Shift Digital (“**Shift Digital**”). Foureyes, LLC, a Delaware limited liability company is a “**Service Provider**” as that term is defined in the EULA. The terms in this Foureyes Dealer End User License Agreement (the “**Addendum**”) supplement the terms of the EULA, and any other end user license agreements or other agreements between you and Foureyes, only as it relates to Foureyes’ provision of the Foureyes’ Services specified herein; the EULA (and any other end user license agreements or other agreements between you and Foureyes) otherwise remains in full force and effect. Foureyes is referred to as “Foureyes” or “Service Provider” in this EULA.

IN ORDER TO USE THE FOUREYES’ SERVICES GOVERNED BY THIS ADDENDUM, DEALER AGREES TO THE TERMS AND CONDITIONS OF THIS ADDENDUM. BY ENROLLING IN THE FOUREYES’ SERVICES GOVERNED BY THIS ADDENDUM WITH SHIFT DIGITAL AND/OR BY USING THOSE SERVICES, DEALER UNDERSTANDS AND AGREES THAT IT ACCEPTS THE TERMS OF THIS ADDENDUM.

The Services governed by this Addendum are the services provided by the individual Foureyes® sales intelligence modules, which help dealers optimize the sales process – from online advertisement to website visit to sales team activity (see [Foureyes® Product Description](#)). In order for Foureyes® to provide these Services, Dealer agrees as follow:

**CRM Access.** Dealer agrees to provide Service Provider a CRM login and authorize Service Provider as an agent for the limited purpose of running/exporting CRM reports and to assist with lead management and sales process optimization. Service Provider will not share Dealer’s CRM data with any third parties without Dealer’s consent except as described in this Addendum unless required by applicable laws, rules, or regulations. Service Provider shall have no liability to Dealer or to any other third party in connection with Service Provider’s services to Dealer and CRM use hereunder so long as such use is in accordance with the terms of this Addendum.

**Sales Process Optimization.** Foureyes® requires dealer sales team participation to be most effective. Dealer approves Service Provider providing regional Shift Digital and Stellantis representatives with access to Dealer’s Foureyes® account for the limited purpose of assisting the Dealer’s sales and marketing teams with Foureyes® use. In addition, Foureyes® analyzes data in aggregate to provide Dealer with relevant industry benchmarks and trends. Accordingly, Dealer grants Foureyes a license and right to use data processed by Foureyes in providing Foureyes’ Services in an aggregate and anonymous manner to provide benchmarks and trends to third parties.

**Data Retention:** Service Provider will retain the customer information throughout the term of the Agreement, including any extensions or renewals, based on Dealer’s direction that they have a legitimate business purpose for retention of such data. Service Provider will permanently dispose of customer information collected pursuant to the terms of this Agreement following the termination of this Agreement unless otherwise required to retain it to fulfill another contractual obligation or as may be required by law or court order.

**Privacy Policy Addendum.** Dealer consents to Service Provider supplementing the privacy policy posted on its website with the attached Privacy Policy Addendum, or where Dealer does not post a privacy policy on its website, to Foureyes otherwise posting the Privacy Policy Addendum on Dealer’s website

independently. However, Dealer will be solely responsible to understand and comply with all applicable local, state, and federal laws related to Dealer's privacy policies, including, without limitation the Privacy Policy Addendum. Dealer further consents to allow Service Provider to update the [Privacy Policy Addendum](#) in the future, as deemed appropriate by Foureyes in its sole and absolute discretion.

Data Privacy. As between Dealer and Foureyes, Dealer will be solely responsible for, and Foureyes will have no liability in connection with, Dealer's compliance with applicable local, state, and federal laws and regulations relating to the creation, collection, use, maintenance, and/or processing of personal data, including without limitation, the California Consumer Privacy Act and any implementing regulations therein (together, the "**CCPA**"), the Fair Credit Reporting Act ("**FCRA**"), the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("**CAN-SPAM**"), all laws related to online privacy policies, and the Telephone Consumer Protection Act ("**TCPA**").

All terms and conditions of the EULA apply to this Addendum, including, without limitation, the disclaimers of representations and warranties, the limitations of liability, and Dealer's indemnity obligations, all of which are hereby incorporated by this reference.

## Additional Service Terms

### Dealer.com – Compliance Protection and Compliance Protection Plus

#### 1. Compliance Protection and Compliance Protection Plus.

- a. In the event that Dealer enrolls in any Services for “Compliance Protection” or “Compliance Protection Plus,” Dealer hereby accepts and agrees to comply with the terms and conditions set forth at <https://www.itsspringtime.com/terms-of-service> (the “**Compliance Terms**”), which are hereby incorporated by reference. For clarity, Springtime will be deemed a Service Provider for all purposes under this Agreement.
- b. For purposes of this Section 1, the “**Guaranteed Period**” means the period beginning on the date of installation of the JavaScript that enables delivery of Compliance Protection Plus and ending on the date on which the applicable Dealer Website no longer has installed the JavaScript through which Compliance Protection Plus is delivered, and the “**Guarantee Amount**” means the lesser of (1) \$7,500 or (2) the cash amount paid by Dealer to the person asserting the Claim to fully resolve the Claim (excluding any attorneys’ fees or expenses). To make a claim under Compliance Protection Plus against accessibility-related claims, Dealer must:
  - i. Either (1) receive a written demand from external legal counsel to a third party or (2) be served with a complaint filed in a court of competent jurisdiction by a third party, alleging that the applicable Dealer Website violated the Americans with Disabilities Act, as amended, the Unruh Civil Rights Act or a similar state statute requiring accessibility to individuals with disabilities as a result of alleged violations of a referenced WCAG standard (either WCAG 2.0 level AA or WCAG 2.1 level AA) on the applicable website developed for Dealer by Service Provider (“**Dealer Website**”) on a desktop environment during the Guaranteed Period (collectively, a “**Claim**”);
  - ii. Permit Service Provider’s third party licensor or, at Dealer’s election, an independent third party engaged by Dealer at Dealer’s cost and reasonably acceptable to such third party licensor using a non-automated compliance verification process, verifies that the Dealer Website on a desktop environment failed to comply with such referenced WCAG standard during the Guaranteed Period excluding (1) any failures that were reported to Dealer in either Dealer’s or Service Provider’s portal or delivered to Dealer during the Guaranteed Period as requiring a fix at the source-code level or (2) (a) any documents, spreadsheets, pdfs, or other non-website content or files accessible via the Dealer Website, (b) any videos or other multimedia files accessible via the Dealer Website (including embedded videos or multimedia files from third party platforms), (c) any non-website applications, (d) any domains linked from the Dealer Website (including Google Maps or Instagram), (e) any third-party content or widget including plug-ins, iframes or applications, (f) any plug-ins, iframes or applications that use the flash format, or (g) a java application that operates in a separate window (“**Non-Remediated Items**”);



- iii. Actually pay the Guarantee Amount to the person asserting the Claim to fully resolve the Claim;
  - iv. Provide Service Provider with prompt written notice (and in any event within 3 days) of Dealer's receipt of a Claim for which Dealer or seeks payment of the Guarantee Amount, and all related information reasonably requested;
  - v. Operate the JavaScript through which Compliance Protection Plus is delivered continuously on the Dealer Website throughout the Guaranteed Period; and
  - vi. Not settle any Claim for which a payment of the Guarantee Amount is sought by Dealer without Service Provider's or its third party licensor's prior written consent, which may not be unreasonably withheld, and Dealer signs a release with respect to any obligations such third party licensor may have regarding the Claim.
- c. In lieu of paying the Guarantee Amount, Service Provider's third party licensor, in its sole discretion, may choose to indemnify, defend, and hold harmless Dealer from any losses, damages, liabilities, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees and expenses of litigation) incurred in connection with the applicable Claim. In such an event, (i) Dealer will give such third party licensor sole control of the defense and settlement of the Claim (provided that neither Dealer nor any affiliate of Dealer will have any liability imposed on it in connection with such settlement that will not be paid in full by such third party licensor); (ii) Dealer will, and will cause its employees, consultants, advisors and other representatives to, cooperate with such third party licensor in any such defense or settlement as such third party licensor may reasonably request; and (iii) such third party licensor will in its sole discretion have the right to publicize any results relating to such defense or settlement.
2. In the event that Dealer enrolls in any Services that include cookie management, without limiting the Agreement, Service Provider (i) makes no warranty, representation or guaranty that cookie categorizations, including, without limitation, default categorizations or categorizations, to the extent recommended or made by Shift Digital, Kia, or a Dealer, will comply with applicable law, (ii) will not be liable for any fines resulting from failures to comply with such cookie requirements, and (iii) will not be required to indemnify or defend Shift Digital, Kia or Dealer with respect to such cookie categorizations.