

OFFERLOGIX®

PLATFORM AND DATA LICENSE AGREEMENT

TERMS & CONDITIONS

OfferLogix.com/terms

1. **DEFINITIONS** - not otherwise defined in the Agreement, SOW or these Terms:

- 1.1. **"Affiliate"** - a business entity that, directly or indirectly, controls, is controlled by, or is under common control with, another business entity.
- 1.2. **"Agreement"** – the **Platform and Data License Agreement** entered into between the parties, together with the initial and any additional Scope of Work setting forth the Services provided by OfferLogix to Client.
- 1.3. **"Confidential Information"** - all non-public written or oral information disclosed by one party (**"Discloser"**) to the other party (**"Recipient"**) identified as confidential at the time of disclosure, any information that derives from or reveals any Confidential Information, and any information that, based on its nature and the circumstances surrounding its disclosure, a reasonable person would consider confidential or proprietary.
- 1.4. **"Customer"** – Client's business customers, generally automotive dealerships, to whom Client provisions its services, which incorporate the OfferLogix Services.
- 1.5. **"Customer Agreement"** - a contract between Client and each Customer to whom Client sublicenses the Services, which shall incorporate, at a minimum, standard terms and conditions for agreements of that type, including, without limitation, Data Safeguards.
- 1.6. **"Customer Data"** - a Customer's data, information and content, which may include PII, provided to or collected by Client or OfferLogix, and its Affiliates and authorized subcontractors, in connection with an existing or prospective Customer Agreement.
- 1.7. **"Customer Fees"** - the fees paid by Customers to Client for the OfferLogix Services, as set forth in the Customer Agreement.
- 1.8. **"Customer Fees Minimums"** - the minimum fees that Client may charge Customers for the OfferLogix Services, which, unless otherwise stated in the SOW, are equal to the License Fees.
- 1.9. **"Data Safeguards"** - the data safeguards provisions included in the Customer Agreement and/or a separate agreement between Client and each Customer permitting Client and OfferLogix, and its Affiliates and authorized subcontractors, to access and process Customer Data in connection with an existing or prospective Customer Agreement.
- 1.10. **"Effective Date"** – the date on which both parties have executed the Agreement.
- 1.11. **"Equifax Terms"** has the meaning defined in these Terms.
- 1.12. **"Intellectual Property"** - with respect to each party, its patents, trademarks, logos, copyrights, trade secrets, and any other

intellectual property, whether arising by operation of law, contract, license, or otherwise, together with all registrations, applications, renewals, extensions, continuations, divisions or reissuances thereof.

- 1.13. **"Laws"** - all applicable federal, state and local laws, statutes, regulations, and rules.
- 1.14. **"License Fees"** - the fees paid by Client to OfferLogix for the Services, as set forth in the SOW.
- 1.15. **"Nonpublic Personal Information"** or **"PII"** has the meaning ascribed to it under the Gramm-Leach-Bliley Act (**"GLBA"**).
- 1.16. **"OfferLogix Brand"** - OfferLogix's trademarks, service marks, trade names, domain names, logos, business and product names, and slogans, together with any registrations and applications for registration thereof.
- 1.17. **"OfferLogix Data"** – the data provided to Client and its Customers through the Platform.
- 1.18. **"Platform"** – OfferLogix's patented technology through which it provisions the OfferLogix Data to Client and its Customers.
- 1.19. **"Scope of Work"** or **"SOW"** - the initial Scope of Work attached to the Agreement, together with any schedules thereto, as may be modified in accordance with these Terms, as well as any additional SOWs agreed to by the parties and incorporated herein.
- 1.20. **"Security Breach"** - a party's failure to comply with obligations under Law for maintaining the security of PII that results in unauthorized access to or acquisition of PII

that triggers customer notification under applicable Law.

- 1.21. **"Services"** – the OfferLogix Platform and OfferLogix Data, and any other products and services provided by OfferLogix to Client and its Customers under the Agreement, as further described in the SOW.
- 1.22. **"Service Term"** or **"Term"** – the period commencing upon launch of the Services, including the initial Service Term and any renewal Service Terms.
- 1.23. **"Taxes"** - any national, state or local sales, use, value-added, personal property or other taxes or levies.
- 1.24. **"Terms & Conditions"** or **"Terms"** – these Terms which are incorporated into the Agreement and govern Client's use of the Services.
- 1.25. **"Territory"** - the geographic region and/or market segment, as set forth in the SOW, in which Client is authorized to use the Services and sublicense them to Customers.
- 1.26. **"Third-Party Service Providers"** - third party service providers, as set forth in the SOW.

2. LICENSE

- 2.1. Grant of License. OfferLogix grants Client a non-exclusive, non-transferable, non-sublicensable (except to Customers as explicitly permitted herein), revocable license to use the Services, solely during the Term and in the Territory, for Client's internal and lawful use, subject to Client's complying with these Terms and all Laws, in connection with Client promoting, marketing and sublicensing the Services to Customers. Client may white label the Services under its own name. Unless otherwise stated in the

Agreement, Services must be bundled with Client's own products and services and may not be sold to Customers on a standalone basis. Except as expressly set forth in these Terms, no licenses of any kind are granted hereunder, implied or otherwise.

2.2. Brand License. OfferLogix grants Client a revocable, non-exclusive, non-transferable right and license to use the OfferLogix Brand, solely during the Term and in connection with promoting, marketing and sublicensing the Services to Customers. Client's use of the OfferLogix Brand must strictly comply with OfferLogix's then current brand usage guidelines. Client agrees to state in appropriate places on all materials using the OfferLogix Brand that such marks are trademarks of OfferLogix and to include the symbol TM or ®, as set forth in the guidelines. Notwithstanding the foregoing, with respect to any individual Customer, at OfferLogix's request, Client shall not use the OfferLogix Brand or otherwise identify OfferLogix. Client will modify or discontinue use of any OfferLogix Brand, upon notice, if OfferLogix determines, in its sole discretion, that such use does not comply with its guidelines. Client acknowledges OfferLogix's exclusive ownership of the OfferLogix Brand and agrees not to take any action inconsistent with such ownership.

2.3. Limitations of Authority; Restrictions. Client may not: (a) make any representations, warranties or guarantees with respect to OfferLogix or the Services provided by OfferLogix; (b) purport to act as an agent of OfferLogix for any purpose; or (c) without OfferLogix's prior written authorization, set any Customer Fees below the Customer Fees Minimums. Furthermore, Client may not: (i) modify; decompile, disassemble, reverse engineer, attempt to obtain or

determine the source code of any component of the Services, or otherwise attempt to create any derivative products from or using the Services or any of OfferLogix's Intellectual Property; (ii) license, sublicense, sell, resell, distribute, or otherwise transfer rights to the Services (except as explicitly permitted in these Terms); (iii) customize or develop features for the Services that in any way compete with any of OfferLogix's products or services, or build a product using similar ideas, features, functions or graphics, or copy any of the Platform's ideas, features, functions, or graphics; (iv) export the Services to any country that does not adequately enforce OfferLogix's intellectual property rights; (v) export the Services in violation of US laws or regulations; or (vi) otherwise commercially exploit the Services in any way. If Client makes any modifications to or derivative works of the Services in violation of these Terms, Client hereby assigns to OfferLogix all rights, title, and interest in and to such modifications and/or derivative works.

2.4. Credit Score Requirements. The following apply to OfferLogix's credit qualification services. Credit scores are valid and may be utilized for calculating finance or lease payments for thirty (30) days only, after which time Client must cease using the credit score and delete the information from its systems. Actual credit scores stored in Client systems must be masked (for example, by converting the score to a scale or internal grade) and may not be used for qualification purposes.

3. OFFERLOGIX RESPONSIBILITIES

3.1. Services. OfferLogix will provision the Services to Client, including providing API integration to Client's platform. OfferLogix reserves the right, from time to time, in its

sole discretion and without liability to Client, to modify, add to or delete any of the specific elements of the Services, by providing written notice to Client at least thirty (30) days' prior to the effective date of the change. As OfferLogix further develops the Platform, and provided Client remains in compliance with the Agreement, OfferLogix will provide updates, patches, and fixes, as applicable, in accordance with its standard practices and policies, as they become available. Any requests for customization of the Platform will be set forth in an SOW.

- 3.2. Support. OfferLogix will assist Client to launch the Services and provide Tier 2 level support and maintenance, including product support, updates, patches, and fixes, as applicable, in accordance with its standard practices and policies. Support, maintenance and data processing may be provided by OfferLogix's Affiliates.

4. CLIENT RESPONSIBILITIES

- 4.1. Marketing. During the Term, Client shall use commercially reasonable efforts to promote, market and sublicense the Services to Clients in the Territory. All marketing and promotional information about the Services provided or distributed by Client to any third party or through any media must conform to the information provided and/or approved by OfferLogix.
- 4.2. Customer Agreement. Client shall cause each Customer to execute a Customer Agreement prior to activation of the Services, which shall include, at a minimum, Data Safeguards. If Client orders Services that include credit soft pull reports, Client is responsible for obtaining Customers' consent to Equifax-required pass-through terms and conditions ("**Equifax Terms**"), in addition to obtaining any other information or

documentation required by Equifax. Client shall promptly notify OfferLogix if it becomes aware of any material breach of the Customer Agreement and, if applicable, the Equifax Terms, and take appropriate action to enforce the Customer Agreement and, if applicable, the Equifax Terms.

- 4.3. Services. Client will cooperate with OfferLogix, providing information that OfferLogix reasonably requires and as otherwise set forth in the SOW, to enable OfferLogix to launch and provision the Services in a timely fashion. Client will provision the Services directly to each Customer and is responsible for training the Customers on use of the Services.
- 4.4. Support. Client shall be responsible for Tier 1 level customer and technical support for all Customers.
- 4.5. Third-Party Services. Current Third-Party Service Providers are set forth in the SOW. If data feeds are provisioned by Client, Client shall: (i) contract directly with the Third-Party Service Providers; (ii) be responsible for paying such Third Parties directly and on time; and (iii) obtain authorization from each Third-Party Service Provider to provide data feed/access to OfferLogix to enable OfferLogix to launch and provision the Services. If OfferLogix provisions the data feeds, Client shall pay OfferLogix the per Customer setup and monthly fees, as set forth in the SOW.

5. FEES AND PAYMENTS

- 5.1. Customer Fees. Client is responsible for determining the Customer Fees, provided that the Services may not be sold below the Customer Fees Minimums. Client is also responsible for invoicing Customers and collecting all Customer Fees. As between

OfferLogix and Client, it is Client's responsibility to enforce the terms of the Customer Agreement

5.2. License Fees. The License Fees are set forth in the SOW and are due within ten (10) days of receipt of invoice, without setoff, deduction, or delay. Invoicing will commence upon the start of the Service Term, unless otherwise stated in the SOW. If OfferLogix agrees to accept payments by credit card, Client shall be responsible for any processing fees. Late payments will accrue interest at the lesser of 1% per month or the maximum legally permitted rate. License Fees shall be paid in US dollars. OfferLogix may increase Client Fees by up to 3% effective on the 1st of each calendar year. OfferLogix may increase fees during the Term if its costs (e.g., third-party data costs) increase, upon prior notice. Client's obligations to pay the License Fees to OfferLogix are not dependent on whether it collects the corresponding Customer Fees from the applicable Customer. OfferLogix may suspend any or all aspects of the Services to any Customer upon notice if such Customer fails to pay all undisputed amounts when due and may suspend or terminate the Agreement if Client is in breach of its payment obligations to OfferLogix and does not cure such default within ten (10) days of receiving notice of breach from OfferLogix. Client is responsible for any collection costs related to non-payment, including reasonable attorney fees.

5.3. Operating Expenses. Each party shall bear all expenses incurred in performance of its obligations under the Agreement.

5.4. Taxes. OfferLogix shall have no responsibility for any Taxes that Client may be required to pay or collect upon the payment of any fees to Client by Customers.

Should any Taxes be assessed against OfferLogix with respect to the foregoing, Client agrees to pay such Taxes and indemnify OfferLogix against losses or expenses associated with any claim for such Taxes.

6. **INTELLECTUAL PROPERTY**. Each party retains all rights, title, and interest, in and to its Intellectual Property. OfferLogix expressly retains all right, title and interest in and to the Services, including, without limitation, the Platform and all technology, features, data, information or other content embodied therein or provided thereby, and any improvements, updates, modifications or additions thereto, as well as any intellectual property rights or similar rights in connection therewith.

7. **CONFIDENTIALITY**. With respect to each other's Confidential Information, each party shall: (i) maintain its confidentiality in accordance with industry standards; (ii) use it solely in connection with the Agreement; (iii) limit access to those who require it to perform their obligations hereunder; and (iv) require that anyone with access is subject to confidentiality requirements no less restrictive than those contained herein. Client's Confidential information includes Customer Data. Confidential Information does not include information that: (a) was already in Recipient's possession when first disclosed by Discloser; (b) was in the public domain when disclosed to Recipient or enters the public domain through no fault of Recipient; (c) is made available by Discloser to a third party on an unrestricted, non-confidential basis; (d) was lawfully obtained by Recipient from a third party not under confidentiality obligations to Discloser; (e) was independently developed by Recipient by persons without access to or use of Discloser's Confidential Information or Intellectual Property; or (f) is required by Law to be disclosed, provided, to the extent legally permissible, Recipient notifies Discloser prior to such disclosure to enable Discloser to seek confidential treatment.

8. DATA SAFEGUARDS. Client and OfferLogix shall each maintain, and contractually require its subcontractors to maintain, administrative, technical, and physical safeguards to protect the security and confidentiality of Customer Data, as required by Laws and in accordance with industry standards. Each party represents and warrants that, with respect to any Customer Data it may have access to under the Agreement or any Customer Agreement, it will: (a) comply with all requirements under Laws for maintaining its security; (b) use it only as necessary to perform its obligations; (c) obtain in advance all authorizations necessary to provide it to and to permit the other party to collect and use it in accordance with the Agreement; and (d) not provide it to any third party unless authorized, and then only if such party is bound by compliance requirements no less restrictive than those in these Terms. In the event of a Security Breach, the party with the Security Breach will promptly notify the other party, and any third parties required by Law, and cooperate in responding to such Security Breach. Client is responsible for establishing or causing its Customers to establish the terms governing the use of any PII generated by the Services. OfferLogix makes no representations that its privacy practices comply with the laws of any jurisdictions outside of the United States (**U.S.**). If Client and/or its Customers choose to provide OfferLogix with PII from outside the U.S., they do so at their own risk and are responsible for compliance with any applicable foreign laws.

9. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) the execution and performance of the Agreement will not conflict with or violate any provision of any Laws; (iii) the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party,

enforceable in accordance with its terms; (iv) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of the other party's obligations under the Agreement or damage the reputation of the other party; and (v) its performance of its obligations under the Agreement will not knowingly violate any other agreement between such party and any third party.

10. DISCLAIMERS. OfferLogix exercises no control over, and accepts no responsibility for, any third-party services or equipment that are outside its reasonable control, such as internet access and computer or network equipment. Accordingly, OfferLogix does not warrant that the Services will be uninterrupted, secure, or error-free. Except as expressly set forth herein, and to the maximum extent permitted by law, OfferLogix disclaims, on behalf of itself, its Affiliates, agents and subcontractors, any and all other representations and warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, system integration, data accuracy, and title.

11. LIMITATION OF LIABILITY. Neither party shall be liable for any indirect, incidental, special, consequential, punitive and/or exemplary damages of any kind arising out of or relating to the Agreement, including, but not limited to, lost profits or revenue, business interruption, or loss of business information, even if such party has been advised of the possibility of such damages. Total liability under the Agreement shall not exceed, in OfferLogix's case, the fees it receives, and in Client's case, the fees contracted for, during the 12 months prior to the event giving rise to the liability. The foregoing limitations shall not apply to confidentiality breaches or third party indemnification claims.

12. INDEMNIFICATION.

12.1. Mutual. Each party (an “**Indemnifier**”) agrees to indemnify and defend the other party and its subsidiaries, affiliates and assigns, and its and their officers, directors, members, employees and agents (the “**Indemnifieds**”) from and against any and all losses, liabilities, damages, or costs (including reasonable attorneys’ fees) (“**Losses**”) incurred by the **Indemnifieds** resulting from a third party action, suit or proceeding (“**Claim**”) resulting from the Indemnifier’s: (a) gross negligence or willful misconduct; or (b) a material breach of any of its representations, warranties, and obligations hereunder.

12.2. By OfferLogix. OfferLogix agrees to indemnify and defend Client from any Losses it incurs resulting from a third-party Claim (a) alleging that a Service infringes a U.S. intellectual property right. In the event an infringement Claim occurs or, in OfferLogix’s opinion is likely to occur, OfferLogix may, in its sole discretion: (i) procure the right for Client to continue using the infringing service; (ii) repair or modify the service to make it non-infringing; or (iii) cancel the infringing service. If no such options are available on commercially reasonable terms, OfferLogix may terminate the Agreement and refund any fees prepaid by Client for Services not yet rendered. This indemnification obligation shall not apply if the alleged infringement arises, in whole or in part, from the: (x) unauthorized modification of the Services by a party other than OfferLogix; (y) combination, operation or use of the Services with software, hardware or technology not provided or approved by OfferLogix; or (z) unauthorized use of the Services. This Section states OfferLogix’s entire obligation and liability with

respect to any infringement Claim under the Agreement.

12.3. Procedures. The Indemnified shall promptly inform the Indemnifier of any Claim for which it may be entitled to indemnification (provided, however, that failure to give prompt notice will not relieve the Indemnifier of any liability hereunder, except to the extent the Indemnifier has suffered actual material prejudice by such failure). The Indemnifier may direct the defense and settlement of any such Claim, with counsel of its choosing. The Indemnified will provide the Indemnifier, at Indemnifier’s expense, with information and assistance reasonably necessary to defend and settle the Claim. The Indemnified shall have the right, but not obligation, at its own expense, to participate in, but not control, the defense of any Claim. The Indemnifier will not settle any Claim without the written consent of the Indemnified, not to be unreasonably withheld or delayed.

13. NON-SOLICITATION. From the Effective Date and for 12 months following termination of the Agreement, neither party, without the other party’s prior written consent, shall, directly or indirectly, for itself or any third party: (a) solicit or encourage any of the other party’s employees to leave their employment; (b) employ or contract with any of the other party’s employees; or (c) employ or contract with any person who was employed by the other party during the prior 12-month period. This does not prohibit hiring responders to general employment ads.

14. TERM AND TERMINATION

14.1. Term. The Agreement commences on the Effective Date and continues until the earlier of termination of the Agreement or expiration of all Service Terms. The Service Term commences upon launch, and unless

another period is set forth in the SOW, will continue for an initial period of one (1) year, unless earlier terminated in accordance with these Terms. The Service Term shall automatically renew for successive one (1) year periods, unless a party notifies the other party in writing at least thirty (30) days prior to the end of the then current period of its intent not to renew the Agreement.

14.2. Termination for Breach. Either party may terminate the Agreement by written notice to the other party if the other party commits a material breach the Agreement and fails to cure such breach within thirty (30) days, or ten (10) days in case of non-payment, after written notice thereof. In case of an incurable material breach, a party may terminate immediately upon written notice.

14.3. Termination Upon Bankruptcy. Either party may terminate the Agreement immediately upon written notice if the other party: (i) voluntarily commences or has instituted against it, and not dismissed within thirty (30) days, bankruptcy or similar proceedings; (ii) makes an assignment of all or substantially all of its assets; (iii) generally fails to pay its debts when due; or (iv) dissolves or ceases to do business.

14.4. Effect of Termination. Upon any termination or expiration of the Agreement: (i) Client shall immediately discontinue all use, marketing, promotion, sublicensing and provisioning of the Services; (ii) Client shall immediately cease using OfferLogix Brands; and (iii) each party shall cease using and return or destroy all of the other party's Confidential Information and Intellectual Property in its possession, including all Customer Data. Upon any termination or expiration of the Agreement, all authorizations and licenses granted to Client by OfferLogix shall immediately terminate.

14.5. Survival. The obligations of the parties which, by their nature, would continue beyond termination or expiration of the Agreement shall survive such termination or expiration.

15. GENERAL.

15.1. Independent Contractor. The relationship between Client and OfferLogix is that of independent contractors and nothing in the Agreement shall be construed or implied to create an agency, partnership or employer-employee relationship between them.

15.2. Insurance. During the Term, and for no less than one (1) year after termination, each party shall maintain insurance coverage with a reputable provider in amounts common in its industry including, without limitation, cybersecurity insurance.

15.3. Assignment. Client may not assign its rights or delegate its obligations under the Agreement without OfferLogix's prior written consent, which may be withheld in OfferLogix's sole discretion. OfferLogix may assign the Agreement to an Affiliate or as a result of a change in control or sale of all or substantially all assets, upon written notice.

15.4. Governing Law; Venue. The Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to the choice of law principles thereof. Each party hereby consents to the exclusive jurisdiction of the state and federal courts for Fairfax County, Virginia, provided that either party may seek injunctive relief in any court of competent jurisdiction. Even if the parties mutually agree to an alternative venue, OfferLogix may file an action in the federal or state courts for Fairfax County, Virginia to recover unpaid fees, and Client hereby

submits to such jurisdiction with respect to such action. The prevailing party shall be entitled to reasonable attorney fees. The parties waive any rights to trial-by-jury.

15.5. Modifications. OfferLogix may modify these Terms by posting the revised version online at least 10 days prior to the end of the then current month, effective the 1st of the following month, and will include advance notice if there are any material changes in the Client invoice or by email. Within this 10-day period, Client may notify OfferLogix in writing if it wishes to terminate the Agreement. OfferLogix may then choose to: (a) accept the notice of termination; (b) re-modify the Terms; or (c) withdraw the modifications with respect to Client. Absent such Client, Client will be deemed to have accepted the changes.

15.6. No Publicity. Unless required by Laws, neither party will, without the prior written approval of the other party, make any public statement, press release, presentation, or other announcement relating to the existence or terms of the Agreement.

15.7. Miscellaneous. The Agreement: (i) covers the parties' entire agreement, and supersedes all prior discussions and writings between them, relating to its subject matter; (ii) will be binding upon and inure to the benefit of the parties, their successors and permitted assigns; and (iii) has no third-party beneficiaries (other than the Indemnifieds with respect only to the provisions under the Section on Indemnification). If any provision in the Agreement is deemed invalid, illegal, or otherwise unenforceable, such provision shall be enforced, as nearly as possible, in accordance with the parties' intent; the remainder shall remain in full force and effect. No failure or delay by a party in

enforcing the Agreement shall be construed as a waiver of any of its rights under it. No party shall be deemed in default of the Agreement if the performance of its obligations is delayed or prevented by events beyond its reasonable control. Except as otherwise set forth herein, the Agreement may only be modified by mutual written agreement of the parties. Notices may be delivered electronically (or by mail or in person) and shall be deemed served when delivered to the address specified in the Agreement. Each party shall promptly inform the other of any changes to their contact information. The Agreement may be signed digitally and/or in counterparts, which together will constitute the whole Agreement.
