TERMS & CONDITIONS

socialdealer.com/terms

1. Scope. These ***Terms & Conditions*** (or ***Terms***) are incorporated into the services agreement, order form or insertion order (or similarly named contract) (***Agreement***) between ***Client*** (also ***you*** or ***your***) and **SOCIALDEALER*, LLC*** (also ***we***, ***us*** or ***our***) and govern your use of our social media technology platform and any other products or services you order from us (our ***Services***). Any special requirements, modifications or amendments mutually agreed to and not otherwise addressed in the Agreement or these Terms may be set forth in an ***Addendum***, which shall be incorporated into the Agreement and subject to these Terms. These Terms also apply to you if you are part of a group of commonly owned or operated dealerships (a ***Dealer Group***) which has entered into an agreement with us on your behalf. Any Services we provide pursuant to an OEM certified program (***OEM Program***) may be subject to OEM-specific terms and conditions which, in case of any conflict with these Terms, take precedence.

2. License. We grant you a limited non-exclusive, non-transferable, non-sublicensable, revocable license during the ***Service Term*** to use the Services you order, subject to your complying with these Terms and all applicable federal and state laws and regulations (***Law***). Use of any of our Services constitutes acceptance of these Terms. You appoint us as your non-exclusive advertising agent during the Service Term and agree not to allow unauthorized third parties to access or use any of our Services.

3. Service Order and Pricing. Our Service offerings and pricing is set forth in the Agreement. For certain Services, you may adjust the budget (or spend) on a monthly basis. Changes you request to specific Services, including cancellation, may require advance notice. Changes you request to specific Services, including cancellation, may require advance notice. No custom work is performed unless set forth in a specific statement of work. We may update our Services as we deem necessary or desirable to enhance the quality or performance or to comply with Law. Some of our Services may be provided by our affiliates or subcontractors; we remain responsible for any Services performed by them to the same extent as if we performed such Services ourselves.

4. Billing. Invoices are sent electronically, and are due within 10 days of receipt, without setoff, deduction, or delay. Late payments will accrue interest at the lesser of 1% per month or the maximum legally permitted rate. A processing fee will apply if you pay by credit card. You are responsible for paying all federal, state, local or other applicable taxes (other than on our net income) that we are or in the future required to collect or pay with respect to the Services. You are responsible for paying third-party advertisers (e.g., Facebook, Instagram) directly, unless the invoice indicates that you shall reimburse us for making such payments for you, for which we require a credit card. Your payment obligations are not contingent on your receipt of any manufacturer, third-party incentives, co-op or other funds. During the Service Term, we may increase fees upon prior notice if our costs increase (e.g., third-party provider charges). Unless otherwise required by an OEM Program, we may increase fees annually by up to 3%, effective on the 1st of each calendar year. We may suspend any or all aspects of the Services,

upon notice, if you fail to pay all undisputed amounts owed when due; any billing disputes not submitted to us within 30 days of receipt of invoice are waived. You are responsible for any collection costs, including reasonable attorney fees.

5. Intellectual Property. Each party retains all rights, title and interest in and to its patents, trademarks, logos, copyrights, trade secrets, and any other intellectual property (***IP***). You retain copyright and all other rights you hold in content you submit to us for use in the Services. If you provide us with any content or other IP to use in connection with the Services, you grant us a non-exclusive, revocable, non-transferable, non-sublicensable, royalty-free license during the Service Term to use such content and IP in connection with providing the Services. We and/or our licensors expressly retain all rights, title, and interest in our Services, including all features and technology, and any improvements, updates, modifications or additions. Evox Productions holds the copyright to vehicle images they provide for use in our Services; other third parties who provide images for use in our Services hold the copyrights thereto. Any IP produced, conceived, or otherwise developed by or for us in connection with our Services shall be our exclusive property. You may not decompile, disassemble, reverse engineer or otherwise attempt to reconstruct or create derivative products from our Services; nor may you remove any trademark or copyright symbols. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use our approved IP, only as incorporated into the Services, solely during the Service Term and in connection with using the Services.

6. Confidentiality. ***Confidential Information*** means all written or oral information disclosed by one party (***Discloser***) to the other (***Recipient***) identified as confidential, any information that derives from or reveals any Confidential Information, and any information that, based on its nature and the circumstances surroundings its disclosure, a reasonable person would consider confidential or proprietary, including information disclosed by a party prior to the effective date of the Agreement. Your Confidential Information includes your 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 IP; or (f) is required to be disclosed under Law, provided, to the extent legally permissible, Recipient notifies Discloser prior to such disclosure to enable Discloser to seek confidential treatment. With respect to each other's Confidential Information, both parties 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 under the Agreement; and (iv) require that anyone with access be subject to confidentiality requirements no less restrictive than those contained here.

7. Data Safeguards. ***Nonpublic Personal Information*** (**NPI**) has the meaning ascribed to it under the Gramm-Leach-Bliley Act (***GLBA***). Each party represents and warrants that, with respect to any NPI it may have access to under the Agreement, it will: (a) comply with all requirements under Law for maintaining its

security; (b) use it only as necessary to perform its obligations under the Agreement; (c) obtain in advance all authorizations necessary to provide it to the other party and permit such 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 contained here. You further represent and warrant that you have obtained, and will maintain, all necessary customer consents permitting us to communicate with them on your behalf and will promptly inform us of all customer do-not-contact, information inquiry and data deletion requests. In the event a party fails to comply with obligations under Law for maintaining the security of NPI, resulting in unauthorized access to or acquisition of NPI that would trigger customer notification under Law (a ***Security Breach***), the party with the Security Breach will promptly notify the other party, along with any third parties required by Law, and cooperate in responding to the Security Breach. You are responsible for establishing the terms governing the use of any NPI generated by the Services and posting a privacy policy that complies with Law your website and on other any consumer-facing applications. Under various state privacy laws, we may act as your service provider, and agree to process personally identifiable information (***PII***), solely on your behalf for the purposes outlined in the Agreement and not to use or disclose the PII for any other purpose; we do not sell Customer Data. We make no representations that our privacy practices comply with the laws of any jurisdictions outside of the United States (***U.S.***). If you choose to provide us with NPI from outside the U.S., you do so at your own risk and are responsible for compliance with any applicable foreign laws. ***Customer Data*** means any information about your customers and prospective customers, which may include NPI, and any other proprietary data stored on your systems or networks. You grant us and our authorized subcontractors the right to access and process Customer Data, on your behalf and only as necessary to provide the Services. You also consent to our sharing Customer Data with your OEM if required under an OEM Program. We maintain administrative, technical and physical safeguards to protect the security and confidentiality of Customer Data, including NPI, as required by Law and in accordance with industry standards; we contractually require the same of our subcontractors and are responsible for their actions. You can read more about our approach to privacy and security, as well as accessibility under the American with Disabilities Act (ADA), on our website.

8. Term and Termination. The initial Service Term is stated in the Agreement and commences upon launch; if the Agreement is silent, the Service Term is 12 months, unless a different period is required pursuant to an OEM Program (e.g., month-to-month). Unless otherwise agreed, the Service Term automatically renews for successive Service Terms of equal length, unless a party notifies the other of non-renewal at least 30 days prior to the end of the then current Service Term. For any Service Terms that are month-to-month, a cancellation notice received during a given month shall result in termination of Services at the end of the following month. Either party may terminate the Agreement: (a) for a breach by the other party not cured within 30 days of notice by the non-breaching party; or (b) immediately upon notice if the other party: (i) voluntarily commences or has instituted against it, and not dismissed within 60 days, bankruptcy or similar proceedings; (ii) makes an assignment of all or substantially all of its assets for the benefit of its creditors; (iii) generally fails to pay its debts when due; or (iv) dissolves or ceases to do business. We may terminate the Agreement upon 5 days' written

notice if you fail to pay all amounts owed when due under any agreement with us, other than those subject to a good faith business dispute. Upon termination or expiration of the Agreement: (x) all licenses granted hereunder shall terminate; (y) your right to access our Services shall cease; and (z) each party shall cease using and return or destroy any of the the other party's IP and Confidential Information in its possession, including Customer Data.

9. Representations and Warranties. Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party, enforceable in accordance with its terms; (c) the performance of its obligations under the Agreement will not knowingly violate any other agreement between it and any third party; (d) it has obtained and will maintain all consents, approvals, licenses or other authorizations necessary to perform its obligations under the Agreement; and (e) the execution and performance of the Agreement will not conflict with or violate any Law, which may include, as applicable, the GLBA, FTC Safeguards Rule, CAN-SPAM Act, TCPA, federal and state Do Not Call registries, federal and state privacy laws, and the ADA. We represent and warrant that we will provide the Services in a professional manner in accordance with industry standards. Services provided by third parties or third-party tools integrated into our Services may be subject to the policies and terms of such third parties (e.g., social media platforms, search engines, websites or network publishers on which your advertisements are posted or displayed), and you represent and warrant that you will comply with any such applicable policies and terms. You are further responsible for any content you provide to us or post on any social media network or third-party site and if you provide us with any content or other IP to use in connection with the Services, you represent and warrant that such use is authorized, will not constitute false advertising, and will not misappropriate, infringe or otherwise violate any third-party rights.

10. Disclaimers. We exercise no control over, and accept no responsibility for, any third-party services or equipment outside our control, such as internet access and computer or network equipment, all of which are your responsibility. Accordingly, we do not warrant that the Services will be uninterrupted, secure, or error-free. Nor do we warrant that any specific results will be obtained from the use of our Services. We strive to ensure the information we provide is both accurate and compliant, however, we cannot guarantee either with absolute certainty and are not responsible for errors or omissions with respect to the information made available through our Services. You are responsible for reviewing all advertising, consumer communications, pricing and related disclosures, to confirm they comply with Law and OEM requirements. If you have administrative access to any applications we provide, you are responsible for any actions taken through your administrative accounts. Except as expressly set forth herein, and to the maximum extent permitted by Law, we disclaim, on behalf of ourselves and our affiliates, agents, licensors and subcontractors, 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 our case, the fees we receive and, in your 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, nor shall they relieve you of your obligation to pay the Service fees owed.

12. Indemnification. 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. You further agree to indemnify and defend us from any Losses we incur resulting from a third-party Claim that any content or IP you provide us for use in the Services infringes a U.S. intellectual property right and we further agree to indemnify and defend you from any Losses you incur resulting from a third-party Claim that our Services infringe a U.S. intellectual property right. In the event of an infringement Claim with respect to our Services, or, in our opinion, is likely to occur, we may, in our sole discretion: (i) procure the right for you 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, we may terminate the Agreement and refund any fees prepaid by you 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 our Services by a party other than us; (y) combination, operation or use of our Services with software, hardware or technology not provided or approved by us; or (z) unauthorized use of our Services. This Section states our entire obligation and liability with respect to any infringement Claim under the Agreement. Procedures. The Indemnifieds shall promptly inform the Indemnifier of any Claim for which they may be entitled to indemnification. The Indemnifier may direct the defense and settlement of any such Claim, with counsel of its choosing. The Indemnifieds will provide the Indemnifier, at Indemnifier's expense, with information and assistance reasonably necessary to defend and settle the Claim. The Indemnifieds shall have the right, but not obligation, at their 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 Indemnifieds, not to be unreasonably withheld, conditioned or delayed.

13. Non-Solicitation. During the Service Term and for 12 months following its termination, 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. Governing Law; Venue. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of laws

principles. Each party consents to the exclusive jurisdiction of the state and federal courts for Fairfax County, Virginia, provided that either party may seek injunctive relief from any court of competent jurisdiction. Even if the parties mutually agree to an alternative venue, we may file an action in the federal or state courts for Fairfax County, Virginia to recover unpaid fees, and you hereby submit to such jurisdiction with respect to such action. The prevailing party shall be entitled to reasonable attorney fees and costs. The parties waive any rights to trial-by-jury.

15. Modifications. We 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. For material changes, we will notify you in advance via your invoice, email and/or through our Client portal. Within this 10-day period, you may notify us in writing if you wish to terminate the Agreement. We may then choose to: (a) accept the notice of termination; (b) re-modify the Terms; or (c) withdraw the modifications with respect to you. Absent such notice by you, you will be deemed to have accepted the changes.

16. General. The Agreement: (a) constitutes the entire agreement between us and supersedes all prior agreements with respect to its subject matter; (b) will be binding upon and inure to the benefit of the parties, their successors and permitted assigns; (c) creates no agency, partnership or employer-employee relationship between the parties; the relationship is that of independent contractors; and (d) has no third-party beneficiaries (other than the Indemnifieds with respect only to the Indemnification section). 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, excluding payment obligations. Notices may be delivered electronically, 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, including any Addendums, may be executed electronically or digitally, and/or in counterparts, which together will constitute the whole Agreement. Neither party may assign the Agreement without the prior written consent of the other party, not to be unreasonably withheld, conditioned, or delayed, provided that either party may assign the Agreement upon notice to: (i) a financially solvent affiliate; or (ii) a successor-in-interest, as a result of a merger or consolidation or in connection with the sale of all or substantially all of its assets. An asset sale shall not relieve you of your obligations to pay all amounts outstanding at time of sale; furthermore, unless the acquirer assumes the Agreement in connection with the sale, you shall remain liable for any fixed fees owed through the remainder of the then current Service Term. The provisions of the Agreement that, by their nature, should survive termination of the Agreement, shall survive.

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