



End User License Agreement

THIS AGREEMENT is by and between AutoAlert, LLC and its operating subsidiaries, located at 9050 Irvine Center Drive, Irvine, CA 92618 (hereinafter, "**AutoAlert**"), and you, the user of the Software (as defined below), and the person or entity identified on the Sales Order (as defined below) (together, "**You**" or "**Client**").

AUTOALERT PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CLIENT ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CLIENT IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CLIENT IS A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CLIENT AND BIND CLIENT TO ITS TERMS. IF CLIENT DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, AUTOALERT WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU OR CLIENT AND YOU MUST NOT DOWNLOAD OR INSTALL THE SOFTWARE.

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WHEREAS, Client desires to license those certain software applications, a products or services provided by AutoAlert described more fully in one or more Sales Orders in the form attached hereto (each, a "**Sales Order**") entered into between AutoAlert and Client (collectively, the "**Software**").

THEREFORE, for and in consideration of the mutual covenants herein expressed and other good and valuable consideration, the parties hereby agree as follows:

1. **License.**

In consideration of the fees and payments set forth in Section 4 hereof, and subject to the terms hereof, AutoAlert hereby grants to Client a nonexclusive, non-transferable, non-sublicensable (except as expressly permitted herein) license and subscription, as applicable, to use the Software for the make(s) set forth on the relevant Sales Order(s), by an unlimited number of in-house web browser users on a single instance of the Software supplied by AutoAlert. Client will not utilize the Software for any purpose which conflicts with any applicable law. The Software is licensed, not sold. All rights not expressly granted hereunder are hereby expressly reserved by AutoAlert Client may not use the Software or any Interface (as defined below) other than as specified in this Agreement without the prior written consent of AutoAlert, and Client acknowledges that additional fees may be payable on any change of use approved by AutoAlert. Client shall have public internet access and Microsoft Internet Explorer 9.0 or higher.

Client understands and acknowledges that AutoAlert has the right to modify and update (or refrain from modifying and updating) the Software at any time. Updates and improvements provided as part of AutoAlert's general maintenance services shall be made in AutoAlert's sole and absolute discretion. AutoAlert shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to AutoAlert. Client specifically acknowledges that some additional services or upgrades may be developed for the Software, for which AutoAlert may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Software hereunder absent payment of such fees or compliance with such conditions.

2. **Data.**

Client hereby authorizes AutoAlert to perform various functions with Client-supplied legacy sales data, service area data, inventory, manufacturer data, as well as third party data ("**Client Data**"), including without limitation customer information relating to previous sales and/or service transactions, and AutoAlert may use one or more third party providers to transmit, process and/or store Client Data. Without limiting the obligation to comply with all applicable laws and regulations, Client shall provide its customers with notice of its privacy practices in such a manner as to secure from its customers all necessary rights to use, share and transfer the Client Data as set forth herein. Client warrants that all privacy notifications, Client permissions and disclosures have been made and secured from the applicable parties, and that Client's grant of access to Client Data does not violate the rights of any third party and complies with all applicable laws. This Agreement shall be deemed to constitute Client's written consent to Client's dealer management system ("**DMS**") provider to permit AutoAlert to access data on Client's DMS. AutoAlert is not responsible for any unauthorized transactions or inquiries, and Client shall indemnify AutoAlert with respect to any claims arising from AutoAlert's authorized use of Client Data.

Client shall deliver every business day the Client Data via an agreed method to the AutoAlert server. Installations may include deployment of a connectivity solution (an "**Interface**") that may be supplied by a third party provider (an "**Interface Provider**"), which may include Client's DMS provider. AutoAlert will use its proprietary systems, an Interface and/or approved partner providers, to access the Client Data provided by the Client. If required in order to access the Client Data, Client will provide AutoAlert and/or approved certified partner providers with access credentials so that AutoAlert can be configured to receive the Client Data automatically.

If AutoAlert employs an Interface to access Client Data, Client shall (a) only use such Interface with the Software; (b) not copy, disassemble, decompile, and/or reverse engineer the Interface; and (c) not transfer, lend, lease, sublicense or pledge the Interface to any third party. Client acknowledges and agrees that any Interface provided under this Agreement may contain portions of program code owned by the applicable Interface Provider, and all right, title and interest in and to such code shall remain with such Interface Provider. Any Interface Provider will be entitled to enforce the relevant provisions of this Agreement that apply to the Interface as an intended third party beneficiary and Client's applicable obligations cannot be modified or terminated without the written consent of such Interface Provider. Client shall not disclose any passwords or other security information that are related to any Interface. ANY INTERFACE PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event will any Interface Provider be liable for indirect, incidental, consequential or exemplary damages arising from use, or inability to use Interface(s), even if an Interface Provider knew of the possibility of such damages.

Client agrees that AutoAlert may collect and use technical and related information, including but not limited to Client's operations that is gathered periodically to facilitate the provision of Software and updates to Client, and to verify compliance with this Agreement. Client hereby grants to AutoAlert a perpetual, non-exclusive, royalty-free, irrevocable right and license to aggregate, use and share non-Personal Information, such as aggregated and anonymized Client Data, with AutoAlert's affiliates and strategic partners. At no time will AutoAlert sell Client Data to any third party.

3. **Confidentiality and Intellectual Property.**

As used herein, "**Confidential Information**" is defined as any information, whether written or verbal, of either party hereto (the "**Disclosing Party**"), which is disclosed to or observed by the other party (the "**Receiving Party**") in connection with or as a result of the transactions contemplated by this Agreement and which, at the time of disclosure is marked as being "Confidential" or "Proprietary," or is reasonably identifiable as confidential information of Disclosing Party. Such Confidential Information may include, but is not limited to, databases, trade secrets, business plans, forecasts, projections or analyses, software, hardware or system designs, specifications, manufacturing processes, documentation, code, architecture, structure or protocols and other intellectual property. All copies of such information made by Receiving Party shall also be considered as "Confidential

Information.”

Receiving Party will retain the Confidential Information in confidence and use the Confidential Information for the sole purpose of engaging in the transactions contemplated by this Agreement and will not otherwise appropriate such Confidential Information to its own use or to the use of any other person or entity. Confidential Information shall only be disclosed (a) to Receiving Party’s employees, agents and consultants to the extent that such persons have a specific need to know the Confidential Information for the purposes contemplated herein and have agreed to abide by confidentiality restrictions comparable to Receiving Party’s obligations hereunder or (b) pursuant to the lawful requirement or request of a Governmental Agency, or as required by applicable law (provided that the party making the disclosure has given notice to the other party and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed). Receiving Party shall promptly advise Disclosing Party in writing if it learns of any unauthorized use or disclosure of Confidential Information by any of its employees or former employees.

Notwithstanding any other provisions of this Agreement, Confidential Information shall not include information which (i) is or becomes publicly known through no wrongful act of Receiving Party; or

(ii) is obtained from a third person who is not prohibited from transmitting the Confidential Information to Receiving Party by a contractual, legal or fiduciary obligation to Disclosing Party; or (iii) is independently developed by Receiving Party without breach of this Agreement.

All Confidential Information disclosed shall remain the property of Disclosing Party, and all documents and other materials shall remain the property of Disclosing Party. Upon request of Disclosing Party, Receiving Party will return to Disclosing Party or destroy all copies of Disclosing Party’s Confidential Information.

The parties each acknowledges that the Confidential Information derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and that this Agreement constitutes efforts that are reasonable under the circumstances to maintain the secrecy thereof. The parties further each acknowledges that the Confidential Information may constitute trade secrets within the meaning of and pursuant to the Uniform Trade Secrets Act contained set forth at California Civil Code §3426, et seq, and specifically, without limitation, California Civil Code §3426.1.

Receiving Party acknowledges that Disclosing Party will be irreparably harmed if Receiving Party’s obligations under this Section 3 are not specifically enforced and that Disclosing Party would not have an adequate remedy at law in the event of an actual or threatened violation by recipient of its obligations. Therefore, Receiving Party agrees that Disclosing Party shall be entitled to seek injunctive relief against any actual or threatened violations or breaches by Receiving Party, its employees, or agents without the necessity of Disclosing Party posting bond or other security or showing actual damages or showing that monetary damages would not afford an adequate remedy.

Client acknowledges that AutoAlert and/or the third party sources of AutoAlert’s information are the owners of all right, title and interest in and to all intellectual property and all intellectual property rights in the Software and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Software; and b) all content and material contained in the Software. Client acknowledges that the Software, and any other products or services offered by AutoAlert are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any intellectual property of AutoAlert, the Software or the Interface, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between AutoAlert and Client. The Software may be used only in accordance with the terms and conditions of this Agreement. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by AutoAlert in connection with the Software and any other products or services offered by AutoAlert (collectively the "AutoAlert Trademarks") are the trademarks of AutoAlert or its content providers. Client agrees it will not modify, alter, adapt, copy,

decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Software or the underlying software used therein, in whole or in part.

4. Fees and Payment Terms.

For the web-based deployment of the Software, the monthly license, maintenance and support fee for the AutoAlert® Program modules, exclusive of any applicable taxes, is as set forth on the **Sales Order(s)**. AutoAlert® Systems services are subject to termination by written notice to Client if any AutoAlert invoice is more than 60 days past due.

5. Term.

This Agreement shall remain in effect for the period set forth in the applicable Sales Order unless earlier terminated by written notice from either party. The effective date of any such termination shall be the last day of the first full month following the month in which such notice is provided. In the event that the Agreement is not terminated prior to the expiration of the period set forth in the Sales Order, then the Agreement shall automatically renew on a month-to-month basis until terminated in accordance with this Section 5. Upon the termination or expiration of this Agreement, all fees incurred up to and including the effective date of termination or expiration of this Agreement shall become immediately due and payable.

In the event of Client's breach of any material provision of this Agreement, AutoAlert may, at its election, suspend Client's ability to use or access the Software and any Interface or immediately terminate this Agreement.

If requested by AutoAlert, Client shall promptly delete and remove all Software from its systems upon the expiration or termination of this Agreement and shall return all materials to AutoAlert.

Client understands and agrees that, for administrative purposes, AutoAlert may retain Client Data on AutoAlert's system for a reasonable period of time following the end of the term of this Agreement.

6. Consumer Privacy.

Each party will comply with all applicable legal obligations relating to privacy, security, integrity, and confidentiality of Client Data, except for aggregated data that does not enable identification of Client's individual retail customers, which obligations may include the Gramm-Leach-Bliley Act and its implementing regulations, the Personal Information Protection and Electronic Documents Act of Canada, the laws of any state of the United States, and the laws of any province of Canada.

Each party will, at a minimum, implement and maintain appropriate administrative, technical, and physical safeguards reasonably designed to: (a) ensure against any anticipated threats or hazards to the security or integrity of Client Data; and (b) protect against unauthorized access to or use of Client Data that could result in substantial harm or inconvenience to Client or any individual who is the subject of the Client Data.

AutoAlert covenants to notify Client promptly in writing in the event of a breach, or suspected breach, of security of any such confidential information. Client assumes responsibility for disabling access to any unauthorized users, including without limitation past employees.

Each party may disclose Client Data, when required, pursuant to any federal, provincial or state law or regulation or rules or regulations of any governmental agency. These provisions shall apply during the term and after the termination of this Agreement.

7. Disclaimer of Warranty.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE SOFTWARE IS (A) FREE OF DEFECTS OR ERRORS, (B) VIRUS FREE, (C) ABLE TO MEET ANY REQUIREMENTS OF CLIENT OR ANYONE ELSE, (D) ABLE TO OPERATE ON AN

UNINTERRUPTED BASIS, (E) MERCHANTABLE, (F) FIT FOR A PARTICULAR PURPOSE OR (G) NON-INFRINGEMENT. CLIENT UNDERSTANDS THAT AUTOALERT HAS NO CONTROL OVER THE CONTENT TO WHICH CLIENT MAY BE EXPOSED DURING USE OF THE SERVICE AND/OR SOFTWARE, AND CLIENT ASSUMES THE ENTIRE RISK OF USING THE SOFTWARE. AUTOALERT MAKES NO INDEPENDENT REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR SERVICES AND SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO CLIENT'S USE THEREOF.

8. Limitation of Liability.

NEITHER AUTOALERT NOR ANY OF ITS EMPLOYEES, DISTRIBUTORS, SUPPLIERS, DIRECTORS, AND AGENTS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST DATA, IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IN THE EVENT THAT AUTOALERT HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. AUTOALERT'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO USE OF THE SOFTWARE SHALL BE THE REPLACEMENT OF ANY SOFTWARE THAT MATERIALLY FAILS TO FULFILL ITS FUNCTION.

9. Indemnification.

AutoAlert shall indemnify and hold harmless Client for any and all liabilities as a result of third party claims or suits due to, because of, or arising in any way out of AutoAlert's (a) breach of any of its representations, warranties and covenants contained in this Agreement or (b) infringement or misappropriation of intellectual property rights of any third party ("**AutoAlert Claims**"). Except with respect to AutoAlert Claims, Client shall indemnify and hold harmless AutoAlert for any and all liabilities as a result of claims or suits due to, because of, or arising in any way out of Client's (i) breach of any of its representations, warranties and covenants contained in this Agreement, (ii) use of the Software, (iii) operation of its business or (iv) infringement or misappropriation of intellectual property rights of any third party.

In the event of a third party claim of infringement as contemplated by Section 9(b) above, AutoAlert may, at AutoAlert's option and expense, either (a) procure the right to continue to continue using the Software, (b) replace or modify the Software to eliminate the infringement while providing functionally equivalent performance, (c) if AutoAlert determines that neither (a) nor (b) is practicable, terminate Client's right to use the infringing Software and refund to Client the amount of the fees actually paid to AutoAlert and allocable to such infringing Software. THE REMEDY SET FORTH IN THIS SECTION 9 SHALL BE AUTOALERT'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR AN AUTOALERT CLAIM AS SET FORTH IN SECTION 9(B) ABOVE.

10. Objectives and Claims.

AutoAlert can make no guarantees as to the amount of projected revenue to be generated by the business relationship contemplated by this Agreement, nor has it provided Client with statements concerning a range of earnings. Client acknowledges and recognizes that the business relationship contemplated by this agreement involves normal business risks and that its success will be dependent upon a number of factors that AutoAlert may not have influence or control over.

11. Credit Services.

If Client, through AutoAlert's system, receives pre-screen services for the granting of credit, Client will fully comply with all applicable provisions of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq., which shall include, without limitation, (a) not divulging the credit criteria used for any program or the meaning of any flag, score or coded or encrypted information to any person (other than the consumer), including without limitation another third party processor, (b) not in any direct mail or telemarketing solicitation referring to any selectin criteria or any presumed knowledge of the recipient, (c) providing each written solicitation made to a consumer the statement and disclosure required by Section 615(d) of FCRA, (d) maintaining all criteria used to select the consumer to receive the offer and any requirements of collateral for a two (2) year period, (e) not storing, compiling, maintaining or retaining any credit/pre-screen list for any purpose other than as allowed by law and (f) ensuring each consumer that qualifies receives an offer of credit, as outlined in Section 615(d) of FCRA.

12. Strategic Partners.

If any feature or component of the Software requires the installation or use of, or access to, any software or service of a strategic partner of AutoAlert, Client understands that the functionality of such feature or component may be dependent on Client first installing such software, registering with such strategic partner, agreeing to such strategic partner's standard terms and conditions and/or granting AutoAlert access.

13. Hosting Services.

If Client, through AutoAlert's system, receives hosting services, (i) Client represents and warrants that it has all rights necessary to provide any materials (including any trademarks, service marks, logos, photographs, images, graphics, audio, video, or other creative materials (collectively, "**Client Materials**")) provided or made available by Client, and that such Client Materials do not and will not infringe any rights of any third party, including, but not limited to, any contractual rights, copyright, trademark or trade secret rights or any right of privacy or publicity, and (ii) Client will provide AutoAlert with a written privacy statement to post on such website that complies with applicable law and that contains any terms that AutoAlert may, from time to time, provide to Client for inclusion in such privacy statement.

Upon termination of any hosting services provided to Client hereunder, all Client content will be made available to Client for export to another hosting account not serviced by AutoAlert. AutoAlert will retain all such Client content for a period of 60 days from the termination date. [In addition, AutoAlert will provide the necessary labor to move the site to the account of Client's choosing within 60 days of termination.] Client will be responsible for any third party licenses and agreements required to maintain the current content. These include but are not limited to the following: image and video license agreements, third party provider API access license and other related website hosting theme and plugin products.

14. North Carolina Dealers.

NOTICE TO NORTH CAROLINA DEALERS: THIS END USER LICENSE AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER RELATED DATA.

15. Force Majeure.

Neither party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under this Agreement as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other party of a Force Majeure Event, the time of performance by the party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause. Client's failure to comply with its payment obligations under this Agreement shall not be considered a Force Majeure Event. Nothing in this Section shall excuse or otherwise permit any delays in Client's obligation to pay under this Agreement and any Sales Order.

16. Miscellaneous.

This Agreement may be amended or altered only by mutual agreement electronically or by execution of a written agreement signed by all the parties hereto.

This Agreement may not be assigned by Client without the prior written consent of AutoAlert.

AutoAlert and Client each agree to provide such information, execute and deliver any instruments, applications, oaths, assignments and documents and to take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and carry out the intent of this Agreement.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and any such invalid or unenforceable provisions shall be deemed severed from this Agreement and shall be of no force or effect, and the remaining provisions shall continue to apply to the maximum extent that the material purposes of this Agreement can be determined and effectuated.

This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior oral or written agreement or understanding of the parties.

This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The UN Convention for the international sale of goods is hereby expressly excluded.

Each party irrevocably agrees that only a state or federal court located in Orange County, California shall have jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, and the parties herein submit to the personal jurisdiction and venue of any such courts.

The terms that either expressly survive the termination of this Agreement or by their nature will not fully be performed during the term, including but not limited to Sections 3, 5, 7, 8, 9, 11 and 16 shall survive the termination or expiration of this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND YOU AND CLIENT WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT MAY NOT BE AMENDED BY YOU OR CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF AUTOALERT.