

Universal Terms and Conditions of Use and End User License Agreement  
FCA Dealer Digital Program

IMPORTANT – READ CAREFULLY: The products and services, including, without limitation, the Website(S), Digital Advertising, Website Tools (including without limitation: Chat, Social/Reputation, Trade-In, SEO, Service Scheduling, Inventory Syndication, Call Tracking, Behavioral Click Tracking, and/or DMS Marketing), Shift Digital’s Proprietary API Software Performance Reporting Systems and/or other software, and maintenance tools, and other products and services available through the enrollment portal (referred to collectively as the "Services"), are made available by Sanctus, LLC, a limited liability company doing business as Shift Digital ("Shift Digital"), as part of the FCA Dealer Digital Program for automotive dealerships that have been authorized by FCA US, LLC ("FCA") to sell and service FCA brand vehicles. Although the FCA Dealer Digital Program is sponsored by FCA, FCA is not providing or otherwise responsible for the Services and is not a party to these Universal Terms and Conditions of Use and End User License Agreement (this "Agreement"). FCA is a third party beneficiary of this Agreement as provided in Section 18, however, Shift Digital does not have the power or authority to bind FCA through this Agreement or otherwise. 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 represents and warrants that it is a licensed automotive dealer authorized to sell and service vehicles under a franchise agreement with FCA.

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 CLICKING "ENROLL NOW" ON THE ENROLLMENT PORTAL AFTER MAKING THE SERVICE SELECTIONS, 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.

Before you continue, you should print or save a local copy of this Agreement for your records.

The definition of Services hereunder shall also include any online access to the electronic enrollment portal, informational web pages, and/or online reporting service (collectively, the "Secure Web Services") provided by Shift Digital.

1. Services

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. The Services Providers shall be third party beneficiaries of this Agreement with respect to the Services licensed to Shift Digital by the Service Provider, as applicable, and sublicensed to Dealer herein.

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. 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.

### **Advertising**

Dealer understands that part of the Services may include, among other things, the creation and posting of Advertisements on the World Wide Web and otherwise by Shift Digital or the Service Provider on Dealer's behalf relating to Dealer's automotive dealership. Dealer is solely responsible for all: (a) campaigns and budget allocation and management (creative or targets), whether generated by or for Dealer; and (b) web site content, services and landing pages that create links, or directs viewers, to any products and/or services offered or provided by the Dealer (collectively "Dealer's Products and Services"). Dealer understands and agrees that Advertisements may be placed on any website or property provided by a Publisher upon which Shift Digital or the Service Provider may select or Dealer requests. Dealer authorizes and consents to all such placements. Shift Digital or the Service Provider may reject or remove any Advertisement for any or no reason. Dealer may not use or republish any Advertisements or other marketing materials provided to Dealer by Shift Digital or a Service Provider without prior written consent from Shift Digital.

### **SEO**

Dealer understands that part of the Services may include, among other things, search engine optimization ("SEO") services. The SEO Services may include some or all of the products and services described in Addendum A attached hereto, depending upon the Service Provider and service package selected by Dealer.

Dealer acknowledges and agrees that SEO services do not include paid digital display advertising, pay per click advertising, the performance of maintenance or updates of the Dealer's website (such as minor alterations, repairs, or changes to the website, including but not limited to updating links, providing news updates, refreshing content, making minor graphic alternations), and any other products or services not expressly included in descriptions of the SEO Services included in the SEO service package provided by the Service Provider selected by Dealer.

Dealer authorizes Shift Digital and/or the Service Provider to use the specific keywords and/or phrases approved by Dealer for development, improving the ranking of, and/or positioning the contents of the Dealer's website in search engines and/or directories. Dealer acknowledges Shift Digital and/or the Service Provider will only optimize Dealer's website for keywords and/or phrases approved by Dealer. Neither Shift Digital nor the Service Provider will perform a trademark search on keywords or phrases approved by Dealer. Dealer agrees to approve only Dealer-owned trademark or product names and generic industry terms relevant to Dealer's website. Some words and phrases are trademarks of third parties and search engines may disallow use of such terms.

Dealer understands, acknowledges and agrees that:

- (a) Shift Digital and the Service Provider have no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Due to the competitiveness of some keywords or phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, there is not any guarantee that the Services will result in the Dealer's website obtaining a top position, first page position, or any particular position, or consistent top positions, for any particular keyword, phrase, or search term, on any search engine's search results page;
- (b) Dealer's website may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity;
- (c) some search engines and directories may take two or more months after submission to list Dealer's website;
- (d) search engines and directories can stop accepting submissions for an indefinite period of time;
- (e) search engines and directories will drop listings for no apparent or predictable reason.
- (f) keyword selection is a significant factor in SEO, and the Service Provider may provide recommendations and advice regarding appropriate keywords, however, the selection of keywords is ultimately the responsibility of Dealer;
- (g) changes made to Dealer's website by other parties may adversely affect the search engine or directory rankings of Dealer's website;
- (h) written materials or text provided by Shift Digital and/or the Service Provider may be created to meet optimization standards (e.g., keyword density, prominence, proximity), and changes by Dealer or other parties to the written materials or text may invalidate the search engine optimization;
- (i) Dealer is responsible to carefully read and review all Dealer Content and Provided Content (including without limitation the text, data, graphics, logos, photographs, pictures, images, audio, video and other materials and page design) created for or provided to Dealer by Shift Digital and/or the Service Provider;
- (j) unless Dealer directs otherwise, Shift Digital and/or the Service Provider is authorized to make change to Dealer's website, including uploading optimized pages and linking to the website's index page, sitemap, and optimized pages in connection with providing the Services. Dealer shall provide correct and full (read/write) FTP access to the root directory of the Dealer's website;
- (k) the Services do not include submission to search engines or directories that charge fees for submission or inclusion.
- (l) duplicating optimized pages after they have been uploaded, transferring optimized pages to another domain, removing the sitemap or optimized pages, or redirecting the optimized website to another website, obtaining inbound links from inappropriate websites or getting links from link farms can seriously damage all SEO efforts and may adversely affect the search engine or directory rankings of Dealer's website; and

(m) Dealer is solely and fully responsible, legally and otherwise, for all Dealer Content, as well as all Provided Content approved by Dealer, included in the Dealer's website (including without limitation optimized pages, the meta tags, and links) and/or included on Dealer's blog, social media pages, and/or third party websites.

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

The SEO Services do not include maintenance or storage of documents, physical goods, graphic work, web pages, data or files (digital or otherwise), and Dealer shall be solely responsible for the storage, maintenance, custody, archiving, and security of the same.

Unless expressly included in the description of the SEO Services provided by the Service Provider, the SEO Services do not include email, telephone, or onsite customer service support.

Dealer understands and agrees that in connection with the SEO Services, Dealer Content and/or Provided Content, including information related to Dealer and Dealer's Products and Services, and links to Dealer's website, may be placed on any website or property provided by a Publisher upon which Shift Digital or the Service Provider may select or Dealer requests. Dealer authorizes and consents to all such placements. Shift Digital or the Service Provider may remove any Dealer Content or Provided Content that it places on a third party website for any or no reason.

### **Call Tracking Numbers**

Dealer acknowledges that, as part of the Services, Dealer may receive use of and access to certain toll-free and local tracking phone numbers (each a "Number"), as well as call analytics services and certain software provided in connection therewith (collectively the "Call Analytics Services").

Use of the Numbers and the Call Analytics Services provided to Dealer is subject to the following terms:

A. Dealer shall be responsible for obtaining and maintaining any computer and phone equipment (and the like) and ancillary products (collectively, the "Equipment") needed to access and use the Call Analytics Services. Dealer shall also be responsible for maintaining appropriate security safeguards with respect to property for which it maintains ownership, control, use under license and/or access, including its Equipment, its dealer account, passwords and files, any consumer personal and non-personal data ("Consumer Data") related to such calls acquired in connection with the use of the Services.

B. Dealer shall also be solely responsible for its use of the Consumer Data. Dealer will not (and will not cause any third party to), directly or indirectly: reverse engineer, decompile or disassemble any Call Analytics Services; modify or create derivative works based on any Call Analytics Services or any aspect

or portion thereof; or copy (except for archival purposes), lease, distribute or otherwise transfer rights to any Call Analytics Services; or remove any proprietary notices or labels of the Call Analytics Services. Dealer will be deemed responsible for each of its agents, representatives, subcontractors, licensees, and any other affiliates that have access to or otherwise use the Call Analytics Services, and their respective compliance with the terms hereof.

C. Call recording, transcribing, monitoring, analyzing and archiving under the Call Analytics Services is part of an optional, add-on product feature that may be made available by Shift Digital to Dealer, which may include, without limitation, the reporting and archiving of Consumer Data related to such calls, and this may include any CallDNA Services, whether or not recorded (collectively, the "Recorded Call Services"). In connection with the Recorded Call Services, Dealer acknowledges and agrees that: (a) calls placed using the Numbers and related Services (collectively, "Calls") may be recorded, transcribed, monitored, analyzed and archived; (b) Dealer has the sole responsibility to advise all callers to Numbers as well as, if applicable, all Call Receivers (as defined below) prior to any commencement of a Call that each Call is subject to recording, transcription, monitoring, archiving and any other relevant details and required notices (the "Recorded Call Notice"); (c) Dealer has the sole responsibility to implement or effect such Recorded Call Notice, whether using available product functionality or other means to ensure that the each Call receives a Recorded Call Notice in an appropriate and legally compliant manner; and (d) Dealer has the sole responsibility for any Recorded Call Notice used in connection with any Calls and its compliance with applicable law and regulation; (e) any sample or default pre-recorded notices or messages made available by Shift Digital or its third party vendors in connection with the Recorded Call Services, whether at request of Dealer or otherwise, are for illustration purposes only; and (f) neither Shift Digital nor its third party vendors make any representations or warranties with respect to any use of any Recorded Call Notice by Dealer or any third party (and no separate communication shall be deemed to supersede this acknowledgement and agreement). In the event the Recorded Call Notice requires a revision in order to comply with applicable law, then Dealer shall promptly notify Shift Digital in writing of that fact, proposing the exact language that Dealer requires to comply with the applicable laws.

D. 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.

E. If at any time the Numbers, Call Analytics Services or Call Recording Services are unavailable for any reason not within the control of Shift Digital and/or its Service Providers, Shift Digital shall have the right to terminate or suspend the Numbers and/or the Call Analytics Services and/or the Call Recording Services upon written notice to Dealer and to in such event Dealer shall remove or withdraw any advertising material containing any Numbers and discontinue using the Call Analytics Services and/or Call Recording Services, as applicable. Neither Shift Digital nor its Service Providers shall have any liability or obligation to Dealer of any kind arising out of such a termination, suspension or change in the Numbers, Call Analytics Services or Call Recording Services, as the case may be.

F. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE TERMS, THE NUMBERS, CALL ANALYTICS SERVICES AND THE CALL RECORDING SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE"

BASIS, AND SHIFT DIGITAL, FCA AND THE SERVICE PROVIDERS DISCLAIM ALL OTHER DIRECT OR IMPLIED WARRANTIES WITH RESPECT THERETO.

G. Dealer represents and warrants that it shall use the Call Analytics Services and Recorded Call Services (and any Consumer Data acquired in connection therewith) in full compliance with all applicable laws and regulations and that it has established proper procedures to protect the privacy of all callers and call recipients in connection with the Recorded Call Services, and otherwise fully comply with all applicable laws, regulations and governmental or commonly accepted self-regulatory guidelines. Dealer will not use the 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.

H. Dealer is solely responsible for, and neither Shift Digital, FCA nor any Service Providers shall have any liability with respect to, without limitation: (a) the legality of recording, transcribing, monitoring, analyzing, archiving and/or disclosing the contents of telephone calls or caller/ call recipient identification; (b) the legality of the language used in any Recorded Call Notice; and (c) the legality of any use, handling, retention and disclosure of Consumer Data acquired as a result of the use of any Recorded Call Services hereunder.

I. Dealer represents and warrants that its use of the Recorded Call Services is for "quality assurance" and "Dealer Service" purposes only.

#### **Website Assistance Service**

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

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

#### **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, <http://www.intelliprice.com/VeretechTC/TermsOfUse.htm>, which are incorporated herein by reference and made a part of the Agreement.

#### **Kelley Blue Book®**

If Dealer subscribes to one or more Kelley Blue 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, <http://b2b.kbb.com/atcleaddriver>, which are incorporated herein by reference and made a part of the Agreement.

### 3. Restrictions on Use of Services

Use of the Services is subject to the applicable policies 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 editorial guidelines, privacy policies, trademark guidelines, and ad specification requirements ("Policies"). Dealer agrees to comply with the Policies during the term of this Agreement. 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 Secure Web Services by any means other than through the interfaces that are made accessible by Shift Digital or the Service Provider. Dealer agrees not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Dealer will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose. Dealer agrees not to access (or attempt to access) any of the Secure Web Services through any automated means (including use of scripts or web crawlers.) Without limiting the foregoing, Dealer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of any Secure Web 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 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 FCA 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, FCA, the Service Providers and/or their licensors. Dealer may not modify, rent, lease, loan, sell, or distribute 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 confidential; Dealer agrees not to disclose such information without Shift Digital's prior written consent.

Any work of authorship created by Shift Digital and/or a Service Provider expressly for Dealer and delivered to Dealer in connection with the Services shall be "work made for hire" for Dealer and all right title and interest (including copyright, trademarks, and other proprietary or intellectual property rights) to such work of authorship shall vest solely in Dealer. In the event any portion of any work of authorship created by Shift Digital and/or the Service Provider hereunder does not qualify as "work made for hire," Shift Digital and/or the Service Provider, as the case may be, hereby assigns such work of authorship to Dealer.

Any work of authorship that was not created by Shift Digital and/or the Service Provider expressly for Dealer in connection with the Services (for example, any work of authorship of Shift Digital and/or a Service Provider existing prior to the Effective Date of this Agreement, or licensed from a third party), which is provided to Dealer in connection with the Services, shall be Provided Content under this Agreement.

#### 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 acting on behalf of Dealer, excepting FCA and the Service Providers) creates, 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 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, WARRANTS AND COVENANTS THAT ALL DEALER CONTENT SHALL NOT CONTAIN ANY MATERIAL, LINK, ADVERTISING OR ANYTHING OTHER THING THAT (A) INFRINGES COPYRIGHTS, TRADEMARKS, PATENTS, TRADE SECRET, PUBLICITY RIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHT OF ANY OTHER PERSON OR ENTITY; (B) VIOLATES ANY LAW OR REGULATION, (C) IS DEFAMATORY OR LIBELOUS; (D) IS ABUSIVE, HARASSING, OR THREATENING; (E) IS OBSCENE, VULGAR, OR PROFANE; OR (F) VIOLATES SOMEONE'S PRIVACY. DEALER FURTHER REPRESENTS, WARRANTS AND COVENANTS THAT DEALER OWNS THE DEALER CONTENT AND ALL PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS THEREIN, OR HAS EXPRESS WRITTEN AUTHORIZATION FROM THE OWNER TO COPY, USE AND DISPLAY THE DEALER CONTENT AS CONTEMPLATED BY THIS AGREEMENT.

#### 7. PRIVACY POLICIES

DEALER SHALL, AS REQUIRED BY APPLICABLE LAW OR REGULATION, PROVIDE NOTICE TO DEALER'S CUSTOMERS AND OBTAIN CONSENT, IF REQUIRED FOR USE OF THE SERVICES, IN DEALER'S PRIVACY POLICIES AND/OR AS OTHERWISE REQUIRED BY LAW OR REGULATION.

DEALER AGREES TO THE USE OF INFORMATION AND DATA PROVIDED BY DEALER'S CUSTOMERS IN ACCORDANCE WITH DEALER'S PRIVACY POLICIES.

#### 8. 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 hereby grants Dealer, or shall obtain for Dealer, a limited, restricted, revocable, personal, worldwide, royalty-free, non-assignable, non-transferable, non-sub-licensable and non-exclusive license to use the Services and the e Provided Content provided to Dealer, and to reproduce, publicly display, publicly perform, and distribute such Provided Content in connection with use of the Services during the term of this Agreement. 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 provided with the Services 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 sub-license of), grant a security interest in, or otherwise transfer any rights to use the Services, including any software or 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. Nothing in this Agreement gives Dealer a right to use any trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Shift Digital or the Service Providers, except in strict compliance with the license granted below. Notwithstanding the foregoing, this Section 8 does not include an obligation by Shift Digital and/or the Service Provider to grant Dealer copyrights or other intellectual property rights to, and Dealer shall have no rights, title and interest (including copyright, trademarks, and other proprietary or intellectual property rights) in any software, software code, or software system used by Shift Digital and/or the Service Provider in connection with providing the Services or otherwise.

Dealer hereby grants to Shift Digital, and to each Service Provider providing Services to Dealer under this Agreement, a limited, restricted, revocable, worldwide, royalty-free, and non-exclusive license to (a) use, 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, and (b) to use, reproduce, publish, publicly perform, publicly display the trademarks, trade names, service marks and advertising symbols owned by the Dealer (the "Dealer Marks"), during the term of this Agreement, solely in connection with providing the Services to Dealer hereunder. Dealer agrees that this license includes a right for Shift Digital and the Service Providers to make Dealer Content available to other companies, organizations or individuals with whom Shift Digital has relationships for the provision of the Services to Dealer. 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. Shift Digital acknowledges that all Dealer Content and Dealer Marks are and shall remain the sole property of Dealer. During the term of this Agreement, Shift Digital agrees not to contest the validity of the Dealer Marks or Dealer's ownership of them in any proceeding. With the exception of the provisions of this section, nothing in this Agreement shall be deemed to confer upon the Shift Digital any right, title, interest, or license (express or implied) in any of the Dealer Marks, or in the goodwill now or hereafter associated therewith. During the term of this Agreement, the Dealer Marks shall not be used by Shift Digital or the Service Provider in such manner as to impair or dilute the same, nor otherwise than in accordance with instructions given from time to time by Dealer. Dealer represents and warrants that it has all the rights, power and authority necessary to grant the above license.

#### 9. Access to Dealer's Web Sites, Systems and Data

As used herein "Dealer Data" means information and data pertaining to the Dealer's website(s), advertising activity, sales leads, lead generation activity, use of the Services, or any of Dealer's other business activities. 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 purposes other than to provide the Services or as otherwise provided herein. Nothing in this Agreement shall obligate Shift Digital or any Service Provider to retain any Dealer Data.

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. Dealer understands and agrees that Shift Digital and/or the Service Providers may engage a data polling service to poll and transmit Dealer Data from Dealer's DMS or other computer systems.

Dealer hereby grants to Shift Digital and the Service Providers a royalty-free, non-exclusive, non-transferable, non-cancelable license to use the Dealer Data, including without limitation any sales and inventory data (to the extent available) obtained from Dealer's computer systems, to: use the Dealer Data (i) to provide the Services; (ii) to develop reports for FCA, which may include directly sharing Dealer Data with FCA; (iii) for evaluation of sales lead performance; (iv) for consumer, vehicle, and industry research and reference purposes, to create proprietary market price and incentive guides, the generation of market analysis data and related products, and/or in promotional materials of Shift Digital and/or the Service Providers, but only when the Dealer Data is combined with other dealers' information/data and presented in an aggregated and de-identifiable manner without disclosing the Dealer's name or the name of any consumer, and provided the Dealer Data is not sold separately to any third party. Dealer also authorizes Shift Digital and the Service Providers to transfer, provide or otherwise make available the Dealer Data to Shift Digital, FCA, and other Service Providers, in connection with providing the Services hereunder.

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. Dealer expressly authorize 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, FCA, 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.

#### 10. 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 written 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 have acted in manner which clearly 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 terminate of 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 set forth below. In addition, Shift Digital may disable access to Dealer's account for non-payment 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 which is contained in Dealer's account. Dealer acknowledges and agrees that Shift Digital, FCA 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.

#### 11. 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. If fees for the Services, or any portion of the Services, are billed to Dealer's FCA parts statement, Dealer agrees to pay such fees through, and in accordance with the terms of, Dealer's FCA parts statement. Shift Digital may invoice Dealer directly for the Services and Dealer agrees to pay such invoice within thirty (30) days of receipt of a correct invoice. If Dealer is paying by credit card, payment for the Services is on a pre-paid basis and Dealer is charged on a periodic basis (as specified in the online registration process or order form, e.g., monthly, quarterly, etc.), for the Services and Dealer is responsible for maintaining accurate and current credit card information. If credit card charges for the Services are denied for any reason, use of the Services will be terminated.

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.

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. 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 FCA parts statement. If Dealer fails to pay for the Services timely, 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, reasonable attorneys' fees, and court costs). 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.

#### 12. 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 FCA parts statement may include any such taxes that FCA determines it is obligated to collect from Dealer with respect to the Services, and Dealer agrees to timely remit the same to FCA.

13. 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.

14. Termination

This Agreement shall continue in effect until cancelled or terminated by Dealer or Shift Digital in accordance with the terms of this Agreement.

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 [info@chryslerdigital.com](mailto:info@chryslerdigital.com). 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. 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 Publisher's 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 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 FCA for any reason.

15. 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 ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, SHIFT DIGITAL, FCA, 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, (C) ANY INFORMATION OBTAINED BY DEALER AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO DEALER AS PART OF THE SERVICES WILL BE CORRECTED . 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 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 FCA, OR THROUGH OR FROM THE USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHIFT DIGITAL, FCA 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 ANT IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16. LIMITATION OF LIABILITY

DEALER UNDERSTANDS AND AGREES THAT NEITHER SHIFT DIGITAL, NOR FCA, NOR THE SERVICE PROVIDERS, NOR ANY OF THEIR AFFILIATES OR LICENSORS SHALL BY 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 AS A RESULT OF: (I) ANY RELIANCE PLACED BY DEALER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN DEALER AND ANY THIRD PARTY REGARDING DEALER'S USE OF THE SERVICES, (II) 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); (III) 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; (IV) DEALER'S FAILURE TO PROVIDE SHIFT DIGITAL OR ANY SERVICE PROVIDER WITH ACCURATE ACCOUNT INFORMATION; OR (V) DEALER'S FAILURE TO KEEP DEALER'S PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

DEALER FURTHER AGREES THAT THAT THE AGGREGATE MAXIMUM LIABILITY OF SHIFT DIGITAL, FCA AND THE SERVICE PROVIDERS 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 THE 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.

THE ABOVE PROVISIONS OF THIS SECTION 16 SHALL NOT APPLY TO, AND NOTHING ABOVE IN THIS SECTION 16 SHALL BE CONSTRUED TO LIMIT, A PARTY'S LIABILITY FOR DAMAGES RESULTING FROM (I) BREACHES BY THE OTHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS OR (II) VIOLATIONS BY A PARTY OF THE PROVISIONS OF THIS AGREEMENT DEALING WITH OWNERSHIP OF INTELLECTUAL PROPERTY OR USE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR (III) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

DEALER ACKNOWLEDGES AND AGREES WITH SHIFT DIGITAL THAT (A) FCA 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 FCA WITH RESPECT TO ANY SERVICES PROVIDED BY SHIFT DIGITAL OR ANY SERVICE PROVIDER.

17. INDEMNIFICATION

DEALER WILL DEFEND, INDEMNIFY AND HOLD SHIFT DIGITAL, THE SERVICE PROVIDERS, FCA 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 ACTIONS, 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 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 OR (II) DEALER'S USE OF THE NUMBERS, CALL ANALYTICS SERVICES, AND/OR RECORDED CALL SERVICES; 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.

18. AUTHORIZED THIRD PARTY BENEFICIARIES

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

19. 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.

20. 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 and any Service Provider under this Agreement.

21. Waiver

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

22. 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.

23. 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.

24. Survival

The provisions of Sections 2, 3, 5, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 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, shall survive the termination of this Agreement and the Services.

25. Changes to this Agreement

Shift Digital may make changes to this Agreement or put into place additional terms and conditions ("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.

26. 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.

27. 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 FCA. This Agreement and all rights of Shift Digital hereunder may be assigned by Shift Digital, including, without limitation, to FCA, 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.

28. 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. All disputes and controversies pertaining to this Agreement, the performance of the parties hereunder and the enforcement hereof shall be heard exclusively in the federal or state courts located in the County of Oakland, 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

29. Confidential Information

As used in this section, "Confidential Information" means the terms of this Agreement and any other information or materials marked confidential or identified as confidential at the time of disclosure. Confidential Information will not include information that is: (a) publicly available; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without any obligation of confidentiality; (d) independently developed by the other party without reference to the disclosing party's Confidential Information; or (e) required to be disclosed by order of a court or other governmental entity, provided no less than ten (10) days prior written notice is given to the party owning such Confidential Information so that such party may have the opportunity to obtain a protective order or other equitable relief.

Each party acknowledges and agrees that: (a) it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (b) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care.

## ADDENDUM A - SEARCH OPTIMIZATION SERVICES

### Onsite Optimization Services

- Website Analysis, including examination of Dealer's website to determine problem areas as well as opportunities, and analysis of competitors websites
- SEO research and consulting, including consultation regarding the creation and display of such website content, and keyword strategy targeted on Dealer's local market
- Page Title and Meta Data Optimization, including optimization of page titles and other meta data of Dealer's website
- Internal linking building and restructuring, including creating keyword text links on optimized pages that link to other relevant pages within Dealer's website
- Creation of Sitemap and submission to search engines, if needed
- Redirects and page error repair
- Page Load Speed Analysis, including recommendations to reduce loading time
- Google & Bing Webmaster Tools, including integrating webmaster tool codes into the Dealer's website in order to further analyze site structure and health
- Custom content creation on the Dealer's website, including written content, page titles, and meta data
- Trust related SEO, including analysis of Dealer's website Privacy Policy, About Us Pages, and Social Proofs
- Such other or additional onsite SEO products and services as may be included in the package of products and services provided by the Service Provider and subscribed to by Dealer.

### Offsite Optimization Services

- Blog Creation and maintenance, including integration with Google+, Facebook, and Twitter) including targeted anchor text linked to specific pages of Dealer's website
- Creation and execution of a custom link building strategy designed to drive traffic back to the dealer's Chrysler Digital website using best-practices off-site SEO techniques
- Creating and posting online articles, blog comment/posts, press releases. social-bookmarks, infographics and other relevant content that includes links to Dealer's website in blogs, social media sites, directory listings and other appropriate places where there will be an SEO benefit
- Directory Submissions, including targeted, relevant directory submissions linked to Dealer's website and update of existing major directory listings
- Social Linking, including building relevant links from social networks

- Creation or review of Business Local pages (Google + Local, Bing Business Portal, etc.), including review of existing or set up of new Local pages, with content creation optimized for organic visibility
- Creation or review of Images posting pages (Flickr, etc.), including posting and optimization for search engine results
- Creation or review of Video posting pages (YouTube, etc.), including posting and optimization for search engine results
- Link pruning to remove broken or bad links that may harm SEO performance
- Such other or additional offsite SEO products and services as may be included in the package of products and services provided by the Service Provider and subscribed to by Dealer.

#### Reporting Services

- Monthly reporting that includes organic traffic, back links, trends, and on-site metrics, including pages per visit, average time on site, and bounce rate.
- Installation of Google Analytics, including filters and goals, and integration with remarketing, if needed
- Dedicated account manager who will make monthly progress call to Dealer
- Such other or additional SEO reporting products and services as may be included in the package of products and services provided by the Service Provider and subscribed to by Dealer.

## ADDENDUM B - WEBSITE ASSISTANT SERVICE

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

### Website Health Audit

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

### Dealer Specials Updates

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

### Home Page Web Tiles

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

### Lead & Phone Call Routing

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

### Monthly Reporting & Support Call

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

### Custom Page Building

Build and provide custom page(s) with Dealer Content and Provided Content.

### Basic SEO Changes

Make basic SEO changes, such as image tagging and custom page building

### Inventory and Pricing Changes

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

### Digital Consultant

A dedicated resource will provide support for products and services associated with the FCA Digital Program. Dealer will receive the dedicated resource's direct phone number and email address.