Lightyear 2
Financial Statements 2
Daily Operating Control Reporting 2
Crystal Reporting Programming 2
F&I Forms Programming 2
Laser and Electronic Forms 2
Document Management 2
Builder API 2
Oplogic 5
Email Append and Cleansing 5
Fraud Prevention 5
AI Call Inbound Call Performance 5
AI Digital Assistant 5
iService 12
Value My Vehicle 12

Lightyear

Financial Statements

A standard Financial Statement for each of your store's respective OEM(s) is provided as part of the initial implementation of the store. Custom Financial Statement(s) are available to purchase at the then current pricing. As OEMs change their requirements those changes will be programmed and billed at the then current pricing. As dealerships change their requirements, those changes require programing which will be provided at the then current pricing.

Daily Operating Control Reporting

A standard Daily Operating Control (DOC) is provided as part of the initial implementation of the store. Custom DOC (e.g., department DOCs) are available to purchase at the then current pricing. As OEMs change their requirements those changes will be programmed and billed at the then current pricing. As dealerships change their requirements, those changes require programing which will be provided at the then current pricing.

Crystal Reporting Programming

Crystal Report requires programming that is provided at the then current pricing.

F&I Forms Programming

Lightyear F&I forms, whether laser or impact, require forms programming. Forms programming for new forms or for forms changes are provided at the then current pricing.

Laser and Electronic Forms

Lightyear F&I Laser Forms consist of printing laser forms and producing PDF forms used for eSignature (purchased separately). F&I Laser Forms that utilize copywritten forms via licensing by other vendors will incur fees at the then current pricing. Forms and pricing are subject to change without notice as the vendor changes the forms available and their fees to us.

Document Management

Document Management Conversion fee listed in the Order Form assumes that Your legacy solution has bulk expedited export functionality as many solutions do. If Your legacy solution does not, additional fees may apply.

Builder API

The Lightyear Builder API solution is provided solely for Your internal business use, including enabling applications, integrations, reporting, analytics, and other solutions developed or operated by You for Your organization. Use of the solution to provide data or services to third parties, resell or redistribute DealerBuilt data access, operate a commercial data service, or for any other external or commercial purpose is prohibited unless separately authorized in writing by DealerBuilt, including through the DealerBuilt Certified Partner Program.

Data Security and Responsibility. DealerBuilt is responsible for maintaining reasonable safeguards for data while such data resides within DealerBuilt-controlled systems and environments. **You are solely responsible for the security, transmission, storage, use, disclosure, and protection of any data once it is accessed,**

extracted, exported, downloaded, replicated, transmitted, or otherwise moved from a DealerBuilt-controlled environment by You or at Your direction. This responsibility includes data in transit to, from, or between Your systems and any systems, applications, vendors, developers, or service providers selected, authorized, or controlled by You.

You are responsible for implementing appropriate administrative, technical, and physical safeguards and for complying with all applicable privacy, security, data-protection, retention, and other legal or regulatory requirements relating to such data. DealerBuilt assumes no responsibility or liability for the security, loss, unauthorized access, disclosure, alteration, or misuse of data after it leaves a DealerBuilt-controlled environment.

Acceptable Use. You may use the solution only in a manner consistent with its intended purpose and that does not adversely affect the security, integrity, availability, stability, or performance of DealerBuilt systems or services. You may not use the solution to: (i) circumvent security or access controls; (ii) access data for which You are not authorized; (iii) interfere with or disrupt DealerBuilt systems or the systems of other customers; (iv) perform excessive, abusive, or unnecessarily repetitive queries, API calls, exports, or data transfers; (v) conduct vulnerability testing, penetration testing, or similar activities without DealerBuilt's prior written authorization; (vi) provide or facilitate unauthorized third-party access to the solution; or (vii) use the replication environment as a production database or operational backend for an application in a manner that creates excessive or unreasonable resource consumption.

API Access and Key Governance. API access requires a DealerBuilt-issued API key. You must request each API key at www.dealerbuilt.com/builder-api and provide DealerBuilt with a description of the application, integration, or distinct use case for which the API key will be used.

Each application, integration, or distinct use case must use its own dedicated API key. API keys may not be shared between applications, integrations, vendors, or use cases, transferred to another party, or repurposed for a use case other than the one identified in the applicable API key request without DealerBuilt's prior authorization.

You are responsible for safeguarding all API keys issued to You and for all activities performed using those credentials. You must promptly notify DealerBuilt of any known or suspected unauthorized access, disclosure, loss, or compromise of an API key.

DealerBuilt may monitor API-key usage for security, governance, performance, and compliance purposes and may suspend, rotate, or revoke an individual API key if DealerBuilt reasonably determines that the key has been compromised, is being used for an unauthorized or materially different purpose, violates these requirements, or creates a security, stability, or performance risk. Where reasonably practicable, DealerBuilt will notify You before taking such action, except where immediate action is reasonably necessary to protect DealerBuilt, its customers, or its systems.

Third-Party Developers and Vendors. You may authorize a third-party developer, vendor, or service provider to develop or operate an application or integration solely for Your internal business use, subject to these requirements. Any such third-party acts on Your behalf and does not acquire any independent right to access or use DealerBuilt systems, APIs, replication environments, or data.

API keys used by a third party on Your behalf remain associated with and governed by Your account and must be dedicated to the specific application, integration, or use case for which they were issued. **You are responsible for the acts and omissions of Your authorized developers, vendors, and service providers in connection with their access to or use of the solution, including their handling and protection of**

data and API credentials. Authorization of a third party by You does not transfer responsibility for such access or use to DealerBuilt.

A third party wishing to use DealerBuilt data, APIs, or other services for its own purposes, for multiple DealerBuilt customers, or as part of a product or service offered commercially to dealers must separately participate in and comply with the DealerBuilt Certified Partner Program or otherwise receive DealerBuilt's prior written authorization.

Utilization and Resource Consumption. The solution is intended for reasonable internal business use and is not designed to provide unlimited computing, database, API, storage, bandwidth, or data-transfer capacity. Your use must remain within reasonable utilization levels consistent with the intended operation of the solution and must not materially degrade or create a material risk to the performance, availability, security, or stability of DealerBuilt systems or services.

DealerBuilt may monitor utilization for purposes of system performance, security, capacity planning, and compliance with these requirements. If Your usage materially exceeds reasonable utilization levels, creates excessive resource consumption, or adversely affects or reasonably threatens DealerBuilt systems or services, DealerBuilt may require You to modify the applicable application, integration, query, process, frequency, or data-transfer method.

DealerBuilt will use commercially reasonable efforts to notify You and work with You to remediate the issue before restricting access, except where DealerBuilt determines that immediate action is reasonably necessary to protect the security, integrity, availability, or performance of its systems or services.

Continued or repeated excessive utilization may require additional infrastructure, services, or capacity and may be subject to additional fees as mutually agreed by the parties.

Included Capabilities. The solution includes:

- A replication environment of Your production database;
- Read-only access to the replication environment through DealerBuilt Standard APIs, FTP capabilities, and data export tools; and
- Write-only access to Your production database through DealerBuilt Standard APIs.

Additional Services. Any Product, Development, Support, Professional Services, or other DealerBuilt resources requested in connection with the solution are available at DealerBuilt's then-current rates, currently $200 per hour.

Oplogic

Email Append and Cleansing

Oplogic Email Append and Cleansing is a one-time Service which requires the CRM Core. If requested, the following fees apply.

Service	Description	Each
Database Cleanse	Email Append and Cleansing. Minimum fee of $2,500 per batch. **Per record**	$0.10

Fraud Prevention

Oplogic Fraud Prevention is a transactional service which requires the CRM Core or Fraud Prevention Application. If utilized, the following fees apply.

Service	Description	Each
Standard Authentication	Includes Data Capture, ID Authentication, OFAC, NDNC, Phone # Append, and State Repeat Offender. **Per submission**	$1.25
Enhanced Authentication	Includes Standard Authentication and Synthetic ID Screening. **Per submission**	$1.92
ID Verification	Consumer content based non-walletable interactive questions for identity verification. **Per submission**	$2.00

AI Call Inbound Call Performance

Oplogic AI Call Inbound Call Performance is a transactional service which requires CRM Core and Telephony. If utilized, the following fees apply.

Service	Description	Level	Each
AI Inbound Call Performance	Monthly Call Volume of All Tracked Numbers. **Per actual call**	1-1,999	$0.66
		2,000-2,999	$0.49
		3,000-3,999	$0.42
		4,000-4,999	$0.38
		5,000-5,999	$0.37
		6,000-6,999	$0.34
		7,000+	$0.33

AI Digital Assistant

Oplogic AI Digital Assistant consists of a collaboration of Oplogic integration and the Conversica solution via a Reseller agreement. If you have purchased Oplogic AI Digital Assistance, the following product terms apply.

The following terms of service apply to your use of the Conversica, Inc. ("Conversica") Platform and Services defined below. Please read them carefully together with the Order and our Privacy Policy. Before you are entitled to use the Platform, you must enter into one or more separate orders ("Order(s)") with the Company

governing payment and use parameters for the Platform. These Terms of Service together with such Order(s) are collectively referred to as the "Agreement".

DealerBuilt (together with its affiliates, "Company") is an authorized reseller of the proprietary, conversational, AI-powered digital assistant solutions specified in an Order, including access to the related platform dashboard(s) and APIs, including the websites used in connection with the foregoing (collectively the "Platform") owned and operated by Conversica. Conversica provides associated services in connection with the Platform (the "Services").

These Terms of Service apply to the entity completing and submitting the Order and/or registration information ("Customer") for the Platform account as well as each Authorized User (defined in Section 1). If Customer does not accept all terms of the Agreement defined below and the Conversica Privacy Policy, then Customer may not access or use the Conversica Platform or Services.

1. **USE OF THE PLATFORM.** Customer and its Authorized Users may access and use the Platform for the Subscription Term of the applicable Order solely for Customer's internal business, customer relations, and management purposes in connection with the Permitted Use. "Permitted Use" means Customer's use of the Platform and Services to manage leads, transactions, and other customer interactions in connection with the operation of Customer's business and to assess and enhance the performance of Customer's marketing, sales, and customer service efforts, including to send, analyze and respond to communications with Customer's sales leads. "Authorized Users" are those Customer employees or contractors whom Customer authorizes to use the Platform. Customer is responsible for all use of the Platform by its Authorized Users and agrees that it will not provide or permit access to the Platform (including without limitation, the user interface and reporting) to anyone other than Authorized Users who require such access to do their job. Customer will enable the Platform to access only those systems of Customer or any third party for which Customer has all necessary right and authority. Customer agrees and acknowledges that its use of the Platform and Services may be subject to certain usage limits, if and to the extent specified on the applicable Order. If Customer exceeds those stated usage limits, Customer will be subject to price adjustments or other effects as stated in the Agreement. Customer shall not, and shall not allow its Authorized Users to: (i) copy, reverse engineer, modify, decompile or disassemble the Platform; (ii) attempt to probe, scan, penetrate, breach or test the vulnerability of any system or network or the Platform's security or authentication measures, whether by passive or intrusive techniques; or (iii) monitor the data or traffic on Company's or Conversica's system or network, other than the data or traffic passing through Customer's account on the Platform. Customer may use the Platform only for the Permitted Use, in accordance with all applicable laws, rules and regulations (including without limitation, those applicable to data protection and privacy (collectively, "Applicable Laws"), and in compliance with Customer's applicable privacy policy. All right, title, and interest in and to the Platform and the Services (including any updates, improvements, or modifications thereto or derivatives thereof), as well as the message templates supplied by Conversica and used by or on behalf of Customer through the Platform ("Conversica Materials") will remain Conversica's sole and exclusive property. Company will use commercially reasonable efforts to correct or work with Conversica to correct any material defects in the Platform that Customer has been brought to Company's attention, provided that such defects: (a) are sufficiently described in writing and reproducible by Company and/or Conversica, and (b) are not the result of any Platform use not consistent with this Agreement and/or user instructions.

2. **DATA.** Customer is solely responsible for providing all lead and customer information to Company and Conversica and/or the Platform through permitted, secure delivery methods (such as secure upload to the Platform or via Conversica's API through Customer's configuration of compatible software (e.g., client relationship management software or marketing automation systems). Customer is solely responsible for the completeness and accuracy of all information submitted to Company and

Conversica, including through the Platform. Customer must ensure that (a) all content, data and information provided by Customer was/is collected, stored and used in compliance with the applicable Customer privacy policy and in compliance with all Applicable Laws; (b) it has all necessary rights and express consents from each of the leads, customers, and other individuals whose information is submitted to the Platform sufficient to entitle Company and Conversica to contact and interact with such individuals and use the Customer Data as contemplated hereunder and to operate the Platform and provide the Services; and (c) the Customer Data (i) does not infringe, misappropriate or violate any intellectual property or other rights of any third-party, (ii) is not defamatory, harmful to minors, obscene or pornographic, (iii) is scanned using industry standard methods to protect it against viruses or programming routines intended to damage the Platform or Services, or surreptitiously intercept or expropriate any data or information; (iv) is not false, misleading or inaccurate; or (v) does not contain any Protected Health Information (as defined by HIPAA and applicable regulations), any financial account numbers, credit card numbers, or other data deemed sensitive, or any information of any person under the age of 13. Company and Conversica may take remedial action if any Customer Data violates this Section, however neither Company nor Conversica has any obligation to review any Customer Data for accuracy, compliance, or potential liability. As between Company and Conversica on the one hand, and Customer on the other, Customer will own all information and data arising from Customer's use of the Platform, including the client relationship management data, client systems data and data generated through communications in whatever form or medium between the Platform and Customer's sales leads and/or customer interactions and/or Authorized Users through the Platform and/or Services (collectively, the "Customer Data"). For purposes of clarity, Customer Data does not include Conversica Materials. Customer grants to Company and Conversica during the Term of this Agreement and for thirty (30) days thereafter, the right and license to access and use the Customer Data (including the personally identifiable information submitted to the Platform or collected in providing the Services to Customer) as necessary to provide the Platform and the Services to Customer hereunder. In addition, Customer grants to Conversica the worldwide perpetual, irrevocable, royalty-free right and license to collect, store, access, distribute, sublicense, modify and use aggregate or anonymized data derived from digital assistant conversations and from Customer usage data ("Derivative Data") in connection with Conversica's business operations, such as to improve its services.

3. **DATA PROTECTION; COMPLIANCE**. Each Authorized User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users compliance with this Agreement and actions taken through Customer accounts (excluding misuse of accounts directly caused by a Conversica breach of this Agreement). Customer will promptly notify Company if it becomes aware of any compromise of its Authorized User login credentials. Conversica has implemented and will maintain appropriate technical and organizational measures designed to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure. Any capitalized term used in this paragraph and not previously defined in the Agreement will have the meaning ascribed to it in the California Consumer Privacy Act as amended ("CCPA"). With respect to the processing of Customer Data consisting of the Personal Information of Consumers, the parties acknowledge and agree that Customer is a Business and Conversica is a Service Provider and that the Personal Information that Customer discloses to Conversica is provided to Conversica for Customer's Business purpose(s). Conversica will not retain, use, share or disclose Personal Information for any purpose other than for the specific purpose of performing the Services, or as otherwise permitted by the CCPA. For the avoidance of doubt, Conversica may, as part of providing the Services, (1) deidentify or aggregate Personal Data and (2) process Personal Data for purposes of mitigating fraud, financial loss, or other harm, and analyzing and improving Conversica's products, services, or systems. If Customer Data will include the personal data of EU or UK residents, Customer must so notify Company prior to submitting Customer Data to the Platform so that the parties may contractually provide for appropriate data transfer mechanisms as required under Applicable Laws.

4. **LIMITATION OF LIABILITY.** EXCLUDING THE PARTIES' INDEMNIFICATION OBLIGATIONS AND EXCLUDING CUSTOMER'S BREACH OF THIS AGREEMENT RESULTING IN THE PLATFORM OR SERVICE BEING "BLACKLISTED" OR OTHERWISE RESTRICTED FROM NORMAL BUSINESS OPERATIONS BY ANY THIRD PARTY (TOGETHER, THE "EXCLUDED MATTERS"), NEITHER COMPANY, ITS AFFILIATES, MEMBERS, MANAGERS, OFFICERS OR EMPLOYEES, OR ANY LICENSOR, OR CONVERSICA (COLLECTIVELY, "COMPANY ENTITIES"), ON ONE HAND, NOR CUSTOMER, OR ITS AUTHORIZED USERS, ITS AFFILIATES, MEMBERS, MANAGERS, OFFICERS OR EMPLOYEES (COLLECTIVELY, "CUSTOMER ENTITIES"), ON THE OTHER HAND, WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING LOST PROFITS, LOST DATA OR DOWNTIME COSTS), ARISING OUT OF THIS AGREEMENT, WHETHER BASED IN WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, AND WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT ANY WARRANTY OR LIMITATION SHALL FAIL OF ITS ESSENTIAL PURPOSE. EXCEPT WITH RESPECT TO THE EXCLUDED MATTERS, IN NO EVENT WILL THE TOTAL LIABILITY OF THE COMPANY ENTITIES, ON THE ONE HAND, AND CUSTOMER ENTITIES, ON THE OTHER HAND, ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages; therefore, the above limitation may not apply to Customer to the extent prohibited by such local laws and instead liability will be limited to the maximum extent permitted by law.

5. **WARRANTY DISCLAIMER.** THE PLATFORM AND SERVICES ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY ENTITIES DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY ENTITIES DO NOT MAKE ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY DATA COLLECTED OR TRANSMITTED VIA THE PLATFORM AND/OR SERVICES; COMPATIBILITY OR INTEROPERABILITY OF THE PLATFORM WITH CUSTOMER'S SYSTEMS, INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENT RELATIONSHIP MANAGEMENT SOFTWARE; OR FOR THE QUALITY OR EFFECTIVENESS OF ANY COMMUNICATIONS THROUGH THE PLATFORM OR SERVICES. COMPANY ENTITIES MAKE NO REPRESENTATION THAT THE OPERATION OF THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. COMPANY ENTITIES PROVIDE NO ASSURANCES THAT CUSTOMER WILL ACHIEVE ANY SPECIFIC BUSINESS RESULTS FROM USE OF THE PLATFORM AND/OR SERVICES. CUSTOMER HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

6. **INDEMNIFICATION.** Customer agrees to indemnify, defend and hold harmless the Company Entities from and against any and all damages, losses, costs (including reasonable attorneys' fees), or other expenses arising from third party claims, actions, suits or proceedings against any Company Entity (a) alleging Customer's or its Authorized Users' breach of this Agreement, including allegations of use of the Platform or Services in any manner not permitted hereunder; or (b) in connection with the Customer Data when used by Company Entities as permitted hereunder. Company agrees to indemnify, defend and hold harmless Customer Entities from and against any and all damages, losses, costs (including reasonable attorneys' fees), or other expenses arising from third party claims, actions, suits or proceedings against any Customer Entity (x) alleging that the Platform when used by Customer and its Authorized Users solely as permitted by this Agreement infringes any U.S. copyright, trademark or

trade secret, or (y) alleging Company's breach of Section 2 of this Terms of Service. The party seeking indemnity ("Indemnified Party") will give the party from whom indemnity is sought ("Indemnifying Party") timely written notice of the claim for which indemnity is sought and control of the disposition thereof; provided, that failure to give timely notice will not relieve the Indemnifying Party of its obligations except to the extent that such untimely notice materially impairs the Indemnifying Party's ability to defend such claim. The Indemnified Party will cooperate with the Indemnifying Party's reasonable requests (at the Indemnifying Party's expense) in connection with the defense and settlement of such claim. Neither party will settle any claim for which indemnity is sought unless: (i) such settlement includes an unconditional release of the other party from all liability on the claim, or (ii) the other party gives its prior written consent, not to be unreasonably withheld.

7. **CONFIDENTIALITY; PUBLICITY.** "Confidential Information" means: (i) business or technical information, including product plans, designs, source code, finances, marketing plans, business opportunities, personnel, research, development or know-how of the disclosing party and third party information that the disclosing party is obligated to keep confidential; (ii) information designated as "confidential" or "proprietary" or which, under the circumstances taken as a whole, reasonably should be understood to be confidential; and (iii) the financial terms of this Agreement. In addition, the Platform, all details about the uses, functionalities, or other aspects of the Platform (including user interface, screenshots, and specific features of the Platform) are Conversica's Confidential Information, and Customer Data is Customer's Confidential Information. Confidential Information shall not include information which: (a) is or becomes generally available to the public other than as a result of wrongful disclosure by the receiving party; (b) is or becomes available to the receiving party on a non-confidential basis by a third party that rightfully possesses the Confidential Information and has the legal right to make such disclosure; or (c) is developed independently by the receiving party without use of the disclosing party's Confidential Information and by persons without access to such information. The receiving party shall use measures at least as protective as those it uses for its own confidential information (but no less than reasonable measures) to keep confidential and not to disclose to any third party any Confidential Information of the disclosing party, except to those of the receiving party's agents, representatives and employees (collectively, "Representatives") who need to know such Confidential Information, who are informed of the confidential nature of the Confidential Information and who agree to be bound by terms of confidentiality at least as protective as those in this Agreement. The receiving party shall not use any Confidential Information, directly or indirectly, for any purpose other than as necessary to perform its obligations and exercise its rights under this Agreement. Each party shall be responsible for any breach of this Agreement by its Representatives, which for purposes of Customer will include its Authorized Users. If a receiving party becomes legally compelled to disclose any Confidential Information, it shall provide the disclosing party with prompt prior written notice to the extent legally permitted and assistance (at the disclosing party's expense) in obtaining a protective order. Customer grants Company and Conversica the right without compensation to use Customer comments relating to the Platform and Service in connection with testimonials, quotes, for publication, and to use Customer's name and logo in client list and marketing materials.

8. **EXPORT CONTROL**. In its use of the Platform, Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer shall not (and shall not permit any of its Authorized Users to) access or use the Platform or Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall not submit to the Platform any information that is controlled under the U.S. International Traffic in Arms Regulations

9. MISCELLANEOUS.

(a) Conversica in cooperation with Company may modify these Terms of Service at any time and in its sole discretion and will notify Customer of such modification via email to the contact email provided by Customer or via an update notice on the Platform website where Customer's logs in. Changes to these Terms of Service shall be effective ten (10) days after provision of such notice. Customer is responsible for checking its account on the Platform on a regular basis and for ensuring that any contact information, credit card information or other information that it provides to the Company is current and accurate. Customer's continued use of the Platform after notice of modifications as provided above shall be deemed to be Customer's continued acceptance of these Terms of Service, including any amendments and modifications. If a modification is unacceptable to Customer, Customer may terminate the Agreement by giving notice within the ten (10) day period specified above. Under these conditions, termination will then be effective thirty (30) days after such notice is given during which period the pre-existing Terms of Service will continue to apply.

(b) Neither party will be liable for, nor considered in breach of or default under this Agreement on account of any delay or failure to perform its obligations under this Agreement because of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence.

(c) The failure of either party to enforce any provision of this Agreement will not constitute a waiver of such party's rights to subsequently enforce the provision, and a waiver of breach shall not be a waiver of any other or subsequent breach. A party's remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.

(d) Customer may not assign any of the rights granted under this Agreement without Company's prior written consent, and any attempted assignment without such consent will be null and void.

(e) This Agreement represents the entire agreement between the parties with respect to the matters set forth herein, and supersedes any prior or contemporaneous agreements relating thereto, including without limitation any non-disclosure agreement, PO, vendor registration etc. If any provision of this Terms of Service conflicts with an Order, the terms of the Order will prevail with respect to the Platform and Services ordered under such Order.

(f) This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law rules. Each party agrees that all actions brought to enforce this Agreement or resolve any dispute arising out of or relating to this Agreement, the Platform or the Services shall be settled by binding arbitration before the American Arbitration Association ("AAA") in accordance with the then current Commercial Arbitration Rules of the AAA, with such proceeding to be conducted in San Francisco, CA unless the parties mutually agree upon another location. Any award shall be final and binding and judgment thereon may be entered in any court of competent jurisdiction. Each party will bear its own cost of arbitration. The foregoing will not preclude any party from seeking injunctive relief to protect its rights pending arbitration.

(g) If any provision of this Agreement is held invalid, such determination will not affect the remaining portions of this Agreement, and the affected provisions shall be interpreted and enforced to the full extent possible to carry out the intent of such provision.

(h) Any notice to Company must be in writing to: Company's address provided in the Order, with a copy sent to Conversica, Inc., 950 Tower Lane, Suite 1200, Foster City, CA 94404, Attn: Legal, or such other address as Company and/or Conversica may give notice of pursuant to this section, and such notices shall be sent by U.S. first class registered mail or overnight delivery service. Conversica may provide electronic notices to Customer by general notice via the Platform and may give electronic notices specific to Customer by email to Customer's email address(es) on record in Customer's account information for the Platform.

10. THIRD PARTY BENEFICIARY. Customer is hereby notified that Conversica, its successors and assigns are each a third-party beneficiary under the Agreement, and each is entitled to enforce all rights of Company relating to the Platform and provision of related Services under the Agreement, in addition

to enforcement by Company. If Company ceases to be an authorized reseller of the Platform, Company's rights and obligations under this Agreement with respect to such Services and Platform shall automatically be assigned to Conversica, upon notice by Conversica to Customer of such assignment, and so long as Customer continues to comply with the terms and conditions of this Agreement, Conversica will continue to provide Services through the remainder of the Subscription Term for which Conversica has received payment.

iService
Value My Vehicle

iService Value My Vehicle is a service which includes the first 100 submissions per month. Additional submissions over 100 are a transactional service. Value My Vehicle requires iService Core. If utilized, the following fees apply.

Service	Description	Each
Value My Vehicle	Used Vehicle Valuation powered by KBB. **Per submission after initial 100 submissions included with module**	$0.49