

STOCKPX CLICK-WRAP LICENSE AGREEMENT

This STOCKpx Click-Wrap License Agreement (“Agreement”) is a legal contract between the customer subscribing to the STOCKpx product (“you”) and Autodata Solutions, Inc. and its affiliates (“Autodata”, “we” or “us”) for the use of any image(s) or visual representation(s) generated electronically or digitally by the STOCKpx product (the “Images”).

BY CLICKING THE “ACCEPT” BUTTON BELOW, OR BY OTHERWISE USING THE STOCKPX PRODUCT OR IMAGES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE STOCKPX PRODUCT OR THE IMAGES OR ANY PORTION THEREOF.

1. Services. Subject to your payment of the fees set forth in the order form between you and us or an authorized reseller, we will provide the Images to you on a monthly basis during the term of this Agreement for use in connection with the display of your new vehicle inventory. You agree to provide, either directly or through a third party, your new vehicle inventory at least five (5) times per week in a format agreed to by all parties. You should examine all Images for possible defects (whether digital or otherwise) before sending any Images for display in connection with your new vehicle inventory. The services may be provided by us or an authorized reseller.

2. What We Own. During the term of this Agreement, and subject to the payment of the applicable fees, you are granted a nonexclusive, revocable, nontransferable, nonassignable license to use and reproduce the Image(s) in connection with the display of your new vehicle inventory. Except for your trademarks, service marks and logos, all right, title and interest in and to the Images, the STOCKpx product and the trademarks, service marks and logos used in connection with the STOCKpx product and Images are owned by us or other parties that have licensed their material to us, and are protected by copyright, trademark, trade secret and other intellectual property laws. No other rights or licenses are granted to you except as specifically stated in this Agreement.

3. What You Provide to Us. You may provide to us certain background photographs, logos and other materials in connection with the STOCKpx product for use in creating the Images for your new vehicle inventory. You hereby grant us and our authorized resellers, and represent that you have the right to grant us and our authorized resellers, a worldwide, irrevocable, unlimited, perpetual, fully-paid up, royalty-free, non-exclusive, sublicensable (through multiple tiers), transferable, and assignable license and right to use, reproduce, modify, display, distribute, and prepare derivative works from all content, materials and feedback provided by you in connection with the STOCKpx product and Images, in any manner or media, now known or hereinafter developed, including any content or materials you provide that are owned by a third party.

4. License Restrictions. You may not (or permit any third party to): (a) edit or modify the Images in any way, including removing any trademarks, logos or copyright notices; (b) use the Images other than as specifically stated in this Agreement; (c) use the Images in a way that would infringe any trademark or other intellectual property rights of us or any third party or that would give rise to a claim of deceptive advertising or unfair competition; (d) use the Images as a trademark, service mark, logo or other indication or origin, or any part thereof; (e) use the Images in any pornographic, defamatory or deceptive context or in a manner that could be considered libelous, obscene or illegal; (f) represent in any way that you or a third party created the Images; (g) rent, sell, give, sublicense or transfer the Images to any third party, except in connection with the display of your new vehicle inventory at your request, such as on a third

party website listing vehicles for sale by multiple dealerships or sellers. You agree to abide by any additional guidelines or restrictions in connection with use of the Images or STOCKpx product that may be provided by us and/or our authorized resellers from time to time. Any unauthorized use terminates all permissions and/or licenses granted under this Agreement.

5. AUTOpx Portal. By subscribing to the STOCKpx product, you are granted access to the portal for the STOCKpx product (the "AUTOpx Portal") to set your preferences related to your STOCKpx product. You can change your preferences at any time and such changes will take effect in accordance with our policies. You are responsible for maintaining the confidentiality of your login and password for the AUTOpx Portal and you agree to accept responsibility for all activities that occur under your login and password. We will not be liable for any loss or damage arising from your failure to comply with the foregoing obligations.

6. Syndication. We will syndicate the Images to the third parties that you specify through the AUTOpx Portal for such third parties' use in connection with the display of your new vehicle inventory. All syndication of the Images will be in a format agreed upon by us and the third party.

7. License Fees and Payment. You agree to pay the fees set forth in the applicable order form between you and us or an authorized reseller. Unless otherwise mutually agreed to in writing by the parties, all sales, use, value-added or other tax or charge are in addition to the fees set forth in the applicable order form. You agree to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of the STOCKpx product. We, or the authorized reseller, will send you monthly invoices for the applicable fees. All payments are due within thirty (30) days of the invoice date. You agree to receive invoices from us or an authorized reseller electronically via the email address associated with your account. All fees are non-refundable. You agree to pay as a late payment charge an amount of one percent (1%) per month (12% per year) on all amounts not paid when due. You also agree to pay all expenses of collection, including reasonable attorney's fees, incurred by us or an authorized reseller in collecting amounts not paid when due.

8. Term and Termination. In accordance with the order form, this Agreement begins upon the earlier of first use of the STOCKpx Product or the date mutually agreed to by the parties in writing and is effective until terminated by either party. Notwithstanding anything to the contrary in the order form, you may terminate this Agreement by providing us at least thirty (30) days prior written notice and we may terminate this Agreement at any time upon written notice to you. Upon termination of this Agreement, you will cease all use of the Images and STOCKpx product, including all use of Images on third party websites and marketing, cease all use of the AUTOpx Portal, and destroy all Images in your possession. Any remaining payments due must be paid within thirty (30) days of termination of this Agreement. The provisions of this Agreement that by their context are intended to survive the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

9. Representations and Warranties. You represent and warrant that (a) you have the authority to enter into this Agreement; (b) when executed, this Agreement will constitute your legal, valid and binding obligation, enforceable against you; (c) you will make all payments when due; (d) any content or materials provided by you pursuant to this Agreement do not and will not violate any intellectual property rights or any other rights of any third party; and (e) you will comply with all applicable laws, rules and regulations in the performance of this Agreement.

10. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE AS TO THE OPERATION OF THE AUTOPX PRODUCTS, THE CONTENT OR MATERIALS CONTAINED THEREIN, INCLUDING ANY MATERIALS OWNED OR PROVIDED BY ANY THIRD PARTY, OR THE IMAGES. TO FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE AUTOPX PRODUCTS AND IMAGES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS AGREEMENT AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN SET FORTH IN THIS AGREEMENT. Some jurisdictions do not allow the exclusion of implied warranties, so the foregoing exclusions may not apply to you. For greater clarity, AUTOpx Products includes the STOCKpx product.

11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE AUTOPX PRODUCTS OR \$500, WHICHEVER IS GREATER. Some jurisdictions do not allow the limitation of certain damages, so the foregoing limitations may not apply to you.

12. Indemnification. You agree to indemnify, defend and hold harmless us and our affiliates and suppliers, and our and their shareholders, officers, directors, employees, agents and assigns from and against any claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees) arising out of or related to (a) your breach, or alleged breach, of this Agreement; (b) your use of the Images; (c) your violation of any applicable law, rule or regulation; or (d) your acts or omissions, negligence or willful misconduct. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with our defense of these claims. This provision shall survive any termination or expiration of this Agreement.

13. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Each of the parties irrevocably consents to the exclusive jurisdiction and venue in the federal and state courts located in Los Angeles, California for any action arising under this Agreement. The aforementioned choice of venue is intended by the parties to be mandatory, and not permissive, in nature.

14. Third Party Beneficiaries. You acknowledge and agree that our authorized resellers are intended third party beneficiaries of this Agreement and are entitled to the rights, interests, claims, and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

15. General Provisions. This Agreement, including the applicable order form for the services, constitutes the entire agreement between you and us regarding the subject matter hereof and supersedes all prior and contemporaneous proposals, representations, agreements, and understandings between you and us, written or oral, regarding to the subject matter hereof. This Agreement may only be amended by a written instrument signed by both parties. If any provision of this Agreement is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of this

Agreement shall be unaffected and remain enforceable. We will not be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond our reasonable control ("force majeure"), including without limitation acts of God, war, fire, flood, or shortage or failure of suppliers. The parties are independent contractors and nothing contained herein shall be deemed to create a partnership, agency, joint venture or employment relationship. Except as expressly provided in this Agreement, neither party shall have the power to act in the name of or on behalf of, or incur any obligation binding upon, the other party. This Agreement and the rights granted and obligations hereunder may not be assigned or delegated by you without our prior written consent and any purported attempt will be void. We may assign this Agreement or the rights granted and obligations hereunder without your consent. Any failure by us to enforce or exercise any provision of this Agreement, or any related right, will not constitute a waiver of that provision or right. A waiver shall not be effective unless it is in writing and signed by us. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any heading, caption or section title contained herein is included for convenience only and shall not be construed to define or limit any of the provisions contained herein.