

TERMS AND CONDITIONS AND END USER LICENSE AGREEMENT

The digital advertising products, services and websites (referred to collectively as the "Services") made available by Sanctus, LLC doing business as Shift Digital ("Shift Digital") to the automotive dealer ("Dealer") subscribing to the Services are subject to the terms set forth in this Terms And Conditions and Dealer End User License Agreement ("Agreement"). In order to use the Services, Dealer must first agree to the terms set forth in this Agreement. 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. The definition of Services hereunder shall also include any online access to any enrollment portal, informational web pages, and/or online reporting service (collectively, the "Secure Web Services") provided by Shift Digital or the Service Provider.

Services

Shift Digital agrees to provide the Services to Dealer in accordance with the terms and conditions of this Agreement. The Services may be provided by one or more third party service providers ("Service Providers") Dealer or Shift Digital selects to provide all or part of the Services. Shift Digital, in its sole discretion, may change any Service Provider, at any time and for any reason.

Restrictions on Use of Services

Use of the Services is subject to the applicable policies of the search engines, 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 may use the Services only for purposes that are permitted hereunder and in accordance with applicable laws and regulations. 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. 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.

Ownership of Content and Services

Dealer acknowledges and agrees that Shift Digital, the Service Provider and/or their licensors own all legal right, title and interest in and to the Services and all information and intellectual property (such as data files, written text, computer software, music, audio files or other sounds, photographs, manuals, documents, illustrations, pricing information, videos or other images) (collectively referred to as "Content") which Dealer may have access to as part of, or through Dealer's use of, the Services, including any intellectual property rights in the Services and Content or any intellectual property rights utilized by Shift Digital or any Service Provider in providing the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Dealer may not modify, rent, lease, loan, sell, or distribute the Content or the Services (or any associated intellectual property) or create derivative works based on this Content or the Services or any associated intellectual property (either in whole or in part), except as provided in this Agreement. Dealer further acknowledge that the Services may contain information which is designated confidential; Dealer agrees not to disclose such information without Shift Digital's prior written consent.

Advertising Services

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 advertised services and

products (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.

Licenses

Provided Dealer is not in default of any obligation under the Agreement, and provided Dealer has paid all applicable fees, subject to the terms and conditions of the Agreement, Shift Digital grants Dealer a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Content provided to Dealer by Shift Digital or the Service Provider as part of the Services provided to Dealer. 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 copyright and any other rights Dealer already holds in content which Dealer submits, posts or displays on or through, the Services ("Dealer Content"). By submitting, posting or displaying the Dealer Content, Dealer gives Shift Digital, and each Service Provider to which Shift Digital provides the Dealer Content for the purposes of providing the Services, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute in order to provide the Services.

Access to Dealer's Web Site

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, Dealer specifically requests and authorizes such access and will provide, and has all rights and authorizations required to provide, such access.

Modification to 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 sixty (60) days 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 the sixty (60) day notice period 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.

Payment of Fees and Billing

Dealer agree 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. The fees for the Services shall be billed to and Dealer agrees to pay the fees for the Services through Dealer's FCA dealer parts statement. Cancellations that occur on or before the 10th day of each calendar month will be billed for the remainder of that month. Cancellations that occur after the 10th of any month will be billed for the remainder of that month and the following month. Reductions in package values made by a dealer will take effect as of the first day of the following month. 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 the FCA dealer parts statement. 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. If Dealer fails to pay for the Services timely through its FCA dealer parts account, 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 and reasonable attorney fees).

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 the Service Provider.

Dealer Warranties - No Infringement, Compliance with Laws

DEALER HEREBY REPRESENT AND WARRANTS THAT ANY AND ALL DEALER CONTENT SUBMITTED FOR PUBLICATION OR DISPLAYED ON DEALER'S WEBSITE 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. DEALER HEREBY AGREES THAT DEALER CONTENT WILL COMPLY WITH ALL STATE AND FEDERAL LAWS AND REGULATIONS.

Termination

Dealer may cancel the Services online through its account if online cancellation functionality is available, or, if not available, with not less than 60 days prior written notice to Shift Digital. The cancellation may be subject to 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 ten (10) 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 Canada, Inc. ("FCA") for any reason.

No Warranties

DEALER EXPRESSLY UNDERSTAND AND AGREE THAT DEALER'S USE OF THE SERVICES AND THE CONTENT IS AT DEALER'S SOLE RISK AND ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, SHIFT DIGITAL, THE SERVICE PROVIDER(S) AND THEIR AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT TO DEALER THAT:

- (A) DEALER'S USE OF THE SERVICES OR THE CONTENT WILL MEET DEALER'S REQUIREMENTS, OR
- (B) DEALER'S USE OF THE SERVICES OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND
- (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES, INCLUDING ANY CONTENT, IS DONE AT DEALER'S OWN DISCRETION AND RISK AND THAT DEALER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO DEALER'S COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY DEALER FROM SHIFT DIGITAL OR ANY SERVICE PROVIDER OR THROUGH OR FROM THE USE OF THE SERVICES SHALL CREATE ANY WARRANTY. SHIFT DIGITAL AND EACH SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR

DISCLAIMED. **Limitation of Liability.** SUBJECT TO APPLICABLE LAW, DEALER EXPRESSLY UNDERSTAND AND AGREE THAT SHIFT DIGITAL, ITS AFFILIATES, AND ITS LICENSORS, FCA, AND ANY SERVICE PROVIDER SHALL NOT BE LIABLE TO DEALER FOR:

- (A) ANY DIRECT, 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, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - (I) 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);
 - (II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH DEALER'S USE OF THE SERVICES;
 - (III) DEALER'S FAILURE TO PROVIDE SHIFT DIGITAL OR THE SERVICE PROVIDER WITH ACCURATE ACCOUNT INFORMATION;
 - (IV) DEALER'S FAILURE TO KEEP DEALER'S PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

SHIFT DIGITAL'S AND ANY SERVICE PROVIDER'S LIABILITY HEREUNDER, IF ANY, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE MONTHLY SERVICE FEE PAID BY DEALER FOR THE MONTH IN WHICH THE DEFECT OR BREACH OCCURRED. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT THE ABOVE LIMITATIONS WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT REQUIRED TO MAKE THE LIMITATIONS COMPLIANT WITH APPLICABLE LAW.

Indemnification

DEALER WILL DEFEND, INDEMNIFY AND HOLD FCA, SHIFT DIGITAL, THE SERVICE PROVIDER, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND AFFILIATES HARMLESS FROM AND AGAINST ALL LOSS, CLAIMS, DEMANDS, CAUSES OF ACTIONS, AND ADMINISTRATIVE OR REGULATORY ACTIONS OF WHATEVER KIND OR CHARACTER, WHETHER BROUGHT BY DEALER OR ANY THIRD PARTY, AND INCLUDING COSTS, ATTORNEYS' FEES AND EXPENSES RELATING TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR DEALERS PRODUCTS AND SERVICES, AND/OR ARISING FROM OR RELATED TO A BREACH THIS AGREEMENT OR ANY REPRESENTATION OR WARRANTY OF DEALER UNDER THIS AGREEMENT, BUT EXCLUDING CLAIMS, DEMANDS AND CAUSES OF ACTIONS ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PERSON OR ENTITY SEEKING INDEMNIFICATION.

FCA and each Service Provider shall be deemed third party beneficiaries of the indemnification and limitation of liability provisions of this Agreement.

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 date 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.

Relationship of Parties

Shift Digital and the Service Provider are independent contractors, and no agency, partnership, joint venture, employer- employee or other similar relationship is intended or created between Dealer and either Shift Digital or Service Provider under this Agreement.

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.

Entire Agreement

This Agreement constitute 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.

Amendment of Agreement

This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

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.

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. This Agreement may be assigned by Shift Digital. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

Governing Law

This Agreement shall be governed by the laws of the Province of Ontario, Canada without regard to its conflict of laws provisions. Except where prohibited by law, Dealer and Shift Digital agree to submit to the exclusive jurisdiction of the courts located within the Province of Ontario, Canada to resolve any legal matter arising from the Agreement. Notwithstanding the foregoing, a party may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any appropriate jurisdiction.

Language

In Quebec, any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In Quebec, the French language version of this Agreement shall be equally authoritative. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English as well as French.

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