

Universal Terms and Conditions of Use and End User License Agreement
Mazda Canada Inc. Dealer Digital Program

IMPORTANT --- READ CAREFULLY: The products and services described in this agreement, including, without limitation, the websites, software, tools, digital advertising, and related content and services (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 Mazda Canada Inc. Dealer Digital Program for Mazda Canada Inc. brand dealers. Although the Mazda Canada Inc. Dealer Digital Program is sponsored by Mazda Canada Inc. ("**MCI**"), MCI is not providing or otherwise responsible or liable for the Services and is not a party to these Universal Terms and Conditions of Use and End User License Agreement (this "**Agreement**"). MCI 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 MCI 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 MCI.

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 "I ACCEPT" or "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.

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.

Dealer acknowledges that, as part of the Services, Dealer may receive use of and access to certain toll-free and local tracking phone numbers, as well as other Services relating to such numbers (collectively, with the Services, the "**Number(s)**"). Dealer acknowledges and understands that when a person (the "**Caller**") calls a Number, the Caller will be automatically advised that each call is subject to recording and monitoring prior to the connection of the telephone call to Dealer through the Number (the "**Recorded Call Message**"). Shift Digital shall only use or disclose the call recording for the purposes set out in the Call Recording Message, unless otherwise required by law. Dealer represents, warrants and agrees in connection with Dealer's use of the Services, that Dealer has reviewed the legality of recording, monitoring, storing, and divulging telephone calls, that Dealer is permitted to engage in such activities, and that Dealer shall use the Number(s) in full compliance with all applicable laws and regulations. Dealer represents and warrants that Dealer has had the opportunity to review the proposed usage of the Numbers with Dealer's legal counsel, and that Dealer has established proper procedures to protect the privacy of, and otherwise comply with all applicable laws and regulations with respect to, Callers and the Call Receivers (defined below). Shift Digital agrees that it will only record, monitor, store and/or divulge telephone calls in accordance with the applicable privacy laws. 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.

Dealer will not use these 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 is prohibited by applicable law or regulation. 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.

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 POLICY AND/OR AS OTHERWISE REQUIRED BY LAW OR REGULATION.

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 that do not 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). 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 the Personal Information Protection and Electronic Documents Act, and the Telecommunications Act, Canada's Anti-Spam Law also known as "CASL" or other federal, provincial/territorial, municipal or other laws governing the privacy and security of customer information that apply to Dealer.

For certainty, Dealer agrees that any collection, storage, disclosure, transfer or use of personal information (including any information about an identifiable individual) will comply with all applicable federal, provincial/territorial, municipal or other laws governing the collection, storage or use of personal information, including without limitation, the Personal Information Protection and Electronic Documents Act (Canada).

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 MCI 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, MCI, 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 by Shift Digital as confidential; to the extent that Shift Digital notifies Dealer that such information is confidential, Dealer agrees not to disclose such confidential information without Shift Digital's prior written consent. Shift Digital agrees (a) to hold in strict confidence all Personal Information and (b) to use the Personal Information only as permitted or required by this EULA, or as required by law. "Personal Information" has the meaning given in the applicable privacy laws. To the extent that a Service Provider does not have the consent of a third party provider of Provided Content to utilize Shift Digital as a "reseller" of such Provided Content, the Service Provider shall be considered the provider of such Provided Content to Dealer.

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, excepting Shift Digital, MCI and the Service Providers, acting on behalf of Dealer) 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 represents, warrants and covenants that the Dealer Content shall not contain anything that infringes copyrights, trademarks, publicity or any other rights of others; violates any law or regulation, is defamatory or libelous; is abusive, harassing, or threatening; is obscene, vulgar, or profane; or violates someone's privacy.

7. 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. 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. Dealer authorizes Shift Digital and/or the Service Providers to enter, acting as an agent only for the Dealer, into insertion orders, registration agreements and like agreements with Publishers for the placement of keyword, paid inclusion and display advertisements, and other advertising services to be provided to Dealer, and to manage such accounts on behalf of

and for the benefit of Dealer.

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 grants 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 Provided Content 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 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 (the "Software") 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) any rights to use the Software, or any of the other proprietary elements of the Service, grant a security interest in or over Dealer's rights to use the Software or any other proprietary elements of the Service, or otherwise transfer any part of Dealer's rights to use the Software or any 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.

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, revocable, worldwide, royalty-free, and non-exclusive license to 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. This license is for the sole purpose of enabling Shift Digital and the Service Providers to provide the Services as contemplated in this Agreement. 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 limited 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 and warrants that it has all the rights, power and authority necessary to grant the above license. 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.

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

Dealer hereby authorizes Shift Digital, the Service Providers, and any Publisher that produces,

collects or receives data pertaining to the Dealer's website(s), advertising activity, sales leads, lead generation activity, Dealer's use of the Services, or any of Dealer's other business activities (the "Dealer Data"), to transfer, provide or otherwise make available the Dealer Data to Shift Digital, MCI, and the Service Providers, in connection with providing the Services hereunder.

The Dealer Data shall continue to be owned by the Dealer. Neither Shift Digital nor the Service Provider will use the Dealer Data or other customer information for any other purposes than those intended with 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 Dealer Management System 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, solely for the purposes of (i) performing the Services, (ii) consumer, vehicle, and industry research and reference, (iii) evaluation of sales lead performance, (iv) combining with other data to create proprietary market price and incentive guides, (v) the generation of market analysis data and related products, (vi) making improvements to the Services, and (vii) developing new Services; provided, the Dealer Data shall not be used to disclose to any third party Dealer's name or the name of any consumer, and shall not be sold to any third party.

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, MCI, 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.

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 hereby authorizes and permits Shift Digital and/or the Service Providers to use the Dealer Data (i) to provide the Services, (ii) in the promotional materials of Shift Digital and/or the Service Providers, but only when Dealer Data is combined with other dealers' information/data and presented in an aggregated and de-identifiable manner, and/or (iii) to develop reports for MCI, which may include directly sharing Dealer Data with MCI.

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 has 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 the termination 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 for 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 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. The fees for the Services shall be billed to and Dealer agrees to pay the fees for the Services through, and in accordance with the terms of, Dealer's Mazda parts statement; provided, that in the event billing through the Mazda parts statement is not feasible, Shift Digital may invoice Dealer directly for the Services and Dealer agrees to pay such invoice within 45 days of receipt. 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. 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. 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 Mazda parts statement. Shift Digital may increase fees by giving Dealer not less than thirty (30) days' written notice prior to the effective date of the price increase. If Dealer fails to pay for the Services timely through its Mazda parts account, Dealer agrees to pay to Shift Digital, in addition to the fees for the Services: (i) an interest equal to the lower of 1.5% per month or the maximum amount permitted by law, and (ii) all costs reasonably incurred in connection with collection of past due amounts (including collection agency fees and reasonable attorneys' fees). 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 Mazda parts statement may include any such taxes that MCI determines it is obligated to collect from Dealer with respect to the Services, and Dealer agrees to timely remit the same to MCI.

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.

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@mcidealerdigital.ca]. 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 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 or committed to a Service Provider prior to such cancellation or expiration. 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 MCI 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 THE SERVICES AND PROVIDED CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, SHIFT DIGITAL, MCI, 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. 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.

OTHER THAN AS EXPRESSLY SET OUT HEREIN, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY DEALER FROM SHIFT DIGITAL, ANY SERVICE PROVIDER OR MCI, OR THROUGH OR FROM THE USE OF THE SERVICES SHALL CREATE ANY WARRANTY. SHIFT DIGITAL 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, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16. LIMITATION OF LIABILITY.

SUBJECT TO APPLICABLE LAW, DEALER UNDERSTANDS AND AGREES THAT NEITHER SHIFT DIGITAL, NOR MCI, NOR THE SERVICE PROVIDERS, NOR ANY OF THEIR AFFILIATES OR LICENSORS SHALL BE 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 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 AGREES THAT THE AGGREGATE MAXIMUM LIABILITY OF SHIFT DIGITAL 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 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. 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.

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, (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) MCI 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 MCI 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, MCI 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 ACTION, 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 GROSS 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 (III) DEALER'S USE OF THE NUMBERS; BUT EXCLUDING, IN EACH CASE, CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PERSON OR ENTITY SEEKING INDEMNIFICATION.

18. AUTHORIZED THIRD PARTY BENEFICIARIES

EACH SERVICE PROVIDER SHALL BE DEEMED A THIRD PARTY BENEFICIARY OF THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT. MCI 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, 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. 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 any party has 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, 26, 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, will 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 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 which is a licensed dealer authorized to sell and service automobiles under a franchise agreement with MCI. This Agreement and all rights of Shift Digital hereunder may be assigned by Shift Digital, including, without limitation, to MCI, 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 Province of Ontario, Canada 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 Province of Ontario, Canada, 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. Language Translation

Except 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 acknowledge that they have required that this Agreement, as well as any documents, notices and legal proceedings executed, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que tous les documents exécutés, avis donnés et procédures judiciaires intentées directement ou indirectement à la suite ou relativement à la présente convention.

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