

Dealer End User License Agreement

IMPORTANT - READ CAREFULLY: These Universal Terms and Conditions of Use (these "Terms") are a legal contract between [Sanctus LLC (doing business as Shift-Digital)] and you.

IN ORDER TO USE THE SOFTWARE, SERVICES, CONTENT, MAINTENANCE TOOLS AND WEB SITES (REFERRED TO COLLECTIVELY AS THE "SERVICES"), YOU MUST FIRST AGREE TO THESE TERMS BY CLICKING "I AGREE" BELOW. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS, OR IN ANY WAY USE, THE SERVICES AND IMMEDIATELY EXIT FROM THE SERVICES. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOUR USE OF THE SERVICES IS STRICTLY PROHIBITED.

These Terms will apply as long as your web site is hosted by us.

You may not use the Services and may not accept these Terms if (a) you are not of legal age to form a binding contract with us, or (b) you are not authorized to bind the company for which the Services are being provided.

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

1. Provision of the Services by Us

1.1 We have affiliated legal entities, contractors, vendors, partners and other third parties (collectively referred to as "Our Affiliates" or when using the term "we," "us" or "our" in these Terms we are including Our Affiliates, unless we specifically exclude them from a Term) that will provide Services to you on behalf of us. You acknowledge and agree that Our Affiliates will be entitled to provide the Services to you, and that to the extent permitted by applicable law, Our Affiliates shall be third party beneficiaries of these Terms with respect to the Services licensed to us by Our Affiliates, as applicable, and sublicensed to you herein.

1.2 We are constantly innovating in order to provide the best possible Services for you. You acknowledge and agree that we can change the Services from time to time without prior notice to you.

1.3 You acknowledge and agree that we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you at our sole discretion, without prior notice to you. If you wish to stop using the Services at any time, you agree to provide us with thirty (30) days prior written notice of your intent to discontinue the Services in accordance with the provisions of Section 8. You will be responsible to pay for all Services unless you provide the notice set forth in this Agreement.

1.4 We may disable access to your account for non-payment of Services. You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account. You acknowledge and agree that we will not be liable in any way for any inconvenience, delay, damages, losses or other claims related to disabling your access to your account.

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2. Use of the Services by you

2.1 In order to access certain Services, you may be required to provide information about yourself and your business (such as identification, billing or contact details). You agree that any information you give to us will always be accurate, correct and up to date.

2.2 You agree to use the Services only for purposes that are permitted by (a) these Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

2.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by us. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you are at all times in full compliance with these Terms.

2.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

2.5 You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

2.6 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences of any such breach. Accordingly, you agree that you will be solely responsible to us for all activities that occur under your account and you will notify us at info@bmwdealersocialmedia.com if these Terms are breached or there are threatened claims against you related to the Services provided under this Agreement.

2.7 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

2.8 You agree and understand that you are responsible to maintain, as required under law, policy or contract, the confidentiality of information that you use, is provided to you or that you obtain as a result of your use of the Services.

2.9 You agree to the use of your data in accordance with our privacy policies. With respect to our data protection practices, you agree to read and comply with the terms of our privacy policy, a link to which is provided below.

2.10 You shall at all times comply with all applicable laws, legislation, rules, regulations, governmental requirements and industry standards with respect to your use of the Services and the performance by you of your obligations hereunder, including, but not limited to, any applicable provisions of Title V of the Gramm-Leach-Bliley Financial Services Modernization Act of 1999 and regulations promulgated under that Act (collectively "GLB") or other federal,

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state, and local laws, rules, regulations, and ordinances governing the privacy and security of customer information that apply to you. You agree to protect and maintain the privacy of such information accordingly.

2.11 You acknowledge that the Services we will be providing to you, among other things, allow you 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. You agree that you are solely responsible to us, or any of Our Affiliates, as applicable, for any fees, costs or other expenses that may be charged by us, or any of Our Affiliates, as applicable, related to any selections made by you or your designees.

2.12 You acknowledge that as part of the Services you may receive use of and access to Mobile Lot Capture functionality to, among other things, (a) capture inventory items as they come on your lot by scanning vehicles' VIN barcodes; (b) manage certain aspects of your inventory; and (c) monitor your inventory health. You acknowledge and agree that we have no way of knowing whether (and we have no responsibility to ensure in any way that) the inventory is accurate or up to date.

2.13 You acknowledge that as part of the Services you may receive use of and access to the Finance Application functionality. You acknowledge and agree that you are responsible for the data and information you receive from customers using the Finance Application. You shall at all times comply in all material respects with all applicable laws, legislation, rules, regulations, governmental requirements and industry standards with respect to collecting nonpublic personal information received from any customer, but shall, at a minimum, you shall (i) ensure that any customer information you receive is kept private and only shared with those companies who are authorized by the customer or as allowed or required by law; and (ii) maintain physical and electronic safeguards that comply with state and federal law; and (iii) restrict access to any customer information received, including, but not limited to, nonpublic personal information of the customer, to those employees who need to know the information for you to provide product or service to such customer.

We make no representations, either express or implied, regarding the suitability of the Finance Application, including, but not limited to, the Privacy Statement included in the Finance Application, for any purpose, or that it will meet any applicable laws, legislation, rules, regulations, or governmental requirements relating to such forms. To the extent permitted by applicable law, we expressly disclaim all liability howsoever to any person in respect of any claims or losses of any nature, arising directly or indirectly from: (i) anything done or the consequences of anything done or omitted to be done wholly or partly in reliance upon the whole or any part of the Finance Application; and (ii) the use of any data or information received by your use of the Finance Application. In addition to any other indemnity obligations in the Agreement, you hereby agree to defend, indemnify, and hold us harmless from any claims, suits, judgments, fines, proceedings, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and other reasonable costs and expenses related thereto) that we may be subject to or that may be incurred by us, directly or indirectly, arising out of or relating to our or your use of the Finance Application or the information you receive through

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your use of the form.

2.14 You acknowledge that as part of the Services you 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)"). You acknowledge and understand 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 you through the Number (the "Recorded Call Message").

You represent, warrant and agree that in connection with your use of the Services, that you have reviewed the legality of recording, monitoring, and storing, and divulging telephone calls, that you are permitted to engage in such activities, and that you shall use the Number in full compliance with all applicable laws and regulations. You represent and warrant that you have had the opportunity to review the proposed usage of the Numbers with your legal counsel, and that you have established proper procedures to protect the privacy of, and otherwise comply with all applicable laws with respect to, Callers and the Call Receivers (defined below). In the event the Recorded Call Message requires a revision in order to comply with applicable law, then you shall promptly notify us in writing of that fact, advising us as to the exact language necessary to comply with the applicable laws. You agree and acknowledge that none of us, Our Affiliates, or any of our or their respective third party providers accept any responsibility for (1) the legality of recording, monitoring, storing and/or divulging telephone calls and (2) the legality of the language used in the Recorded Call Message.

You agree and acknowledge that applicable laws and regulations may require that you 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 recorded by the Numbers (the "Call Receivers"). You agree, acknowledge, represent and warrant that you will provide and/or obtain all notices, consents, and permission relating to Call Receivers, as required by applicable laws and regulations.

You agree to indemnify, defend and hold harmless us, Our Affiliates, and our and their respective third party providers, and each of their affiliates, officers, shareholders, directors, employees and agents (collectively, the "Indemnified Parties"), from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, charges, expenses (including attorneys' and accountants' fees and disbursements) and costs ("Claims"), incurred by, borne by or asserted against any of the Indemnified Parties to the extent such Claims relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employees, agents or subcontractors; (ii) breach of any of your representations, warrants or covenants contained herein; or (iii) your use of the Numbers.

3. Content in the Services

3.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have

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access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

3.2 You acknowledge that Content presented to you as part of the Services, including but not limited to user interface "look and feel" elements, creative assets, advertisements, and incentives, may be protected by intellectual property rights which are owned or licensed by us or Our Affiliates. You may not modify, rent, lease, loan, sell, distribute, license or create derivative works based on any Content (either in whole or in part) unless you have been specifically notified that you may do so by us or by the owners of that Content, in a separate written agreement that you will provide to us.

3.3 We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service in our sole discretion.

3.4 You use the Services at your own risk.

3.5 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any Content that you or a third party creates, transmits or displays while using the Services and for the consequences of these actions (including any loss, liability, fine or damage which we may suffer) by doing so.

3.6 Through your use of the Services, you agree to defend, indemnify, and hold us harmless from any and all claims that might arise from the Content on your website, including but not limited to copyrights for text and photographs. You certify that you will review all content submitted through these Services to make sure that said content is fully and completely accurate and contains no errors, mistakes, omissions, inconsistencies, or libelous or slanderous remarks.

4. Proprietary rights

4.1 You acknowledge and agree that we and Our Affiliates or licensors own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services contain information which is confidential and that you shall not disclose any such information without our prior written consent.

4.2 Nothing in these Terms gives you a right to use any of our or Our Affiliate's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features, except in strict compliance with the license granted below.

4.3 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

5. Licenses from Us

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5.1 Subject to your compliance with all of the terms and conditions set forth herein, we hereby grant to you a limited, restricted, revocable, royalty-free, non-assignable, non-transferable, non-sub-licensable and non-exclusive license to use the Services provided to you, including the proprietary software, trademarks, copyrights and other proprietary elements of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided for herein, in the manner permitted by these Terms.

5.2 You may not (and you 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.

5.3 The products and services of Our Affiliates may contain terms specific to such products or services, and you agree to comply with all third party license terms included in any click through or shrink wrap license or of which we otherwise make you aware.

5.4 You may not assign (or grant a sub-license of) your rights to use the Software, or any of the other proprietary elements of the Service, grant a security interest in or over your rights to use the Software or any other proprietary elements of the Service, or otherwise transfer any part of your rights to use the Software or any other proprietary elements of the Service.

6. Content License from You

6.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the Content, however, you grant to us a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This license is for the sole purpose of enabling us to display, distribute and promote the Services.

6.2 You agree that this license includes a right for us and Our Affiliates to make such Content available to other companies, organizations or individuals with whom we have relationships for the provision of these Services.

6.3 You understand that we, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.

6.4 You confirm and warrant to us that you have all the rights, power and authority necessary to grant the above license.

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7. Payment for Services

7.1 You will receive a monthly invoice for the Services and you agree to pay us within thirty (30) days of receipt of the invoice. You will be billed for the Services and we will be paid through your Parts and Services statement each month.

7.2 In addition to the other rights reserved to us hereunder, we expressly reserve the right to terminate your Services and disable your access to the Services for non-payment of any invoice. Balances due on an outstanding invoice shall bear interest to the maximum amount allowable under the law until paid in full.

8. Cancelling the Services

8.1 These Terms will continue to apply until terminated by either of us as set out below.

8.2 If you want to terminate your Services with us, you may do so by providing your field sales representatives with at least 30 days' prior written notice. You will continue to be obligated to pay for the Services and comply with these Terms for 30 days following our receipt of such a notice.

8.3 We may, at any time, terminate these Services if: (a) you have breached any provision of these Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of any of these Terms); or (b) we are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or (c) the partner or Affiliate with whom we offered the Services to you has terminated its relationship with us or ceases to offer the Services, or any part thereof, to you; or (d) the provision of the Services to you by us is, in our sole opinion, no longer commercially viable, or (e) we provide you with thirty (30) days prior written notice of an intent to terminate your Services with or without cause.

8.4 The provisions of Sections 1.4, 2.5, 2.8, 2.11, 3.2, 3.5, 3.6, 4, 5.2, 9, 10, 12, the last sentence of Section 2.13 and the last paragraph of Section 2.14, shall survive the termination of these Terms and the Services.

9. EXCLUSION OF WARRANTIES

9.1 NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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9.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, WE AND OUR AFFILIATES, AND OUR LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

9.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

9.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, ANY OF OUR AFFILIATES, OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

9.6 WE FURTHER EXPRESSLY DISCLAIM 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.

10. LIMITATION OF LIABILITY

10.1 SUBJECT TO OVERALL PROVISIONS ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER WE, NOR OUR AFFILIATES OR OUR LICENSORS SHALL BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, 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 YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY DURING YOUR USE OF THE SERVICES; (II) ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN

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THE SERVICES); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (III) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR (IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

10.2 THE LIMITATIONS ON OUR LIABILITY TO YOU, ABOVE, SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11. Changes to these Terms

11.1 We may make changes to these Terms or put into place Additional Terms from time to time at our discretion. When these changes are made, we will notify you and make a new copy of these Terms available on the maintenance tool point of entry for the Services.

11.2 You understand and agree that if you use the Services after the date on which these Terms or any Additional Terms have changed, we will treat your use as acceptance of the updated Terms or Additional Terms.

12. General legal terms

12.1 These Terms, together with the terms of our privacy policy, in each case as they may be amended and updated from time to time, constitute the entire agreement between us and you with respect to the subject matter hereof and thereof, govern your use of the Services, and completely replace any prior agreements between you and any other party in relation to the Services.

12.2 You agree that we may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Services.

12.3 You agree that our failure or delay in exercising or enforcing any rights or remedies that are available to us under these Terms (or that we have the benefit of under any applicable law or otherwise) shall not be deemed to be a waiver of any of our rights or remedies and that all of such rights and remedies will remain available to us.

12.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms. The remaining provisions of these Terms will continue to be valid and enforceable.

12.5 These Terms, and your relationship with us under these Terms, shall be governed by the laws of the State of Michigan without regard to its conflict of laws provisions. You agree to submit to the exclusive jurisdiction of the courts located within the State of Michigan to resolve any legal matter arising from these Terms. Notwithstanding this, you agree that we will be

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allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.