

TERMS AND CONDITIONS

Please read these terms and conditions (“Terms and Conditions”) as they, together with any additional terms to which you agree sets forth the legally binding terms governing your agreement with Integrated Auction Solutions LLC d/b/a Superior Integrated Auctions (SIA). These Terms and Conditions apply to all persons visiting this Site. By using this Site, you agree that you have read, understand and accept the Terms and Conditions.

1. DEFINITIONS

As used in the herein, the following terms shall have the meanings hereinafter set forth:

1.1 **“Agreement”** means the User Software License Agreement, these Terms and Conditions and any Order Form.

1.2 **“BIS”** means the United States Bureau of Industry and Security.

1.3 **“Claimed Infringement”** means any claim, suit, or proceeding brought against Licensee alleging that Licensee’s Designated Use(s) of the Licensed Products, beginning during the Term of the Agreement, infringes any United States patent, trade name, trademark, service mark, trade secret, copyright, or other proprietary right of any third party. For clarity, the term “Claimed Infringement” shall not include any claim, suit, or proceeding based on actions taken by Licensee before the Term of the Agreement began.

1.4 **“Designated Use(s)”** means the use or uses specified in the Agreement and these Terms and Conditions. If no Designated Use(s) are specified in the Agreement, the Designated Use(s) for purposes of that Agreement will be to market, to sell, or to facilitate the marketing or sale of vehicles at auction.

1.5 **“Documentation”** means the materials and documents pertaining to the Licensed Products, including, without limitation, user guides, manuals, diagrams, drawings, test programs, printouts, and any other written material, provided to Licensee by Licensor pertaining to the Use of the Licensed Products.

1.6 **“Effective Date”** means, with regard to a given Licensed Product, the Effective Date specified in the preamble to the Agreement.

1.7 **“Event of Default”** means any of the events described in Section 5 below.

1.8 **“Initial Term”** means the initial term of the Agreement, as specified in Section 4 below.

1.9 **“License”** means the license granted to Licensee by the Agreement.

1.10 **“Licensed Products”** means the parts of the System described in the Agreement and any Order Form as those to which the Licensee is granted a license.

1.11 **“Licensee”** means the entity identified as the Licensee in the Agreement.

1.12 **“Licensor”** means Integrated Auction Solutions LLC d/b/a Superior Integrated Auctions (SIA).

1.13 **“Transactional Fee”** means any amount identified as Transactional Fee in the Order Form.

1.14 **“Release”** means an enhancement or modification to the Licensed Products, or a new module or supplementary module intended to function in conjunction with the Licensed Products, which represents a new generation of the Licensed Products, and that Licensor has decided, in its sole discretion, to make commercially available to its customers. Releases shall not include any specialized software developed for individual customers.

1.15 **“Renewal Term”** means, with regard to a given Licensed Product, the renewal term of the Agreement, as specified in Section 4 below relating to that Licensed Product.

1.16 “System” means the products, services, software programs and systems, and related modules owned by Licensor and utilized in the marketing, sale, and auction of automobiles.

1.17 “Term” means the Initial Term of the Agreement, together with any Renewal Terms for which the Agreement has renewed.

1.18 “Update” means any minor enhancement, minor improvement, or other minor modification to the Licensed Products that Licensor has decided, in its sole discretion, to make available without additional charge to its customers.

1.19 “Usage,” “Use,” “Using” or “Used” includes the acts of operating, transferring, transmitting, executing, processing, or storing the Licensed Products; the acts of transferring, transmitting, executing, processing, or storing any data or information through the operation of the Licensed Products; and the acts of displaying any portion of the Licensed Products, or displaying any data or information, through the operation of the Licensed Products.

2. LICENSES, RIGHTS, COVENANTS AND RESTRICTIONS

2.1 Nonexclusive License. Subject to the terms and conditions of an executed User Software License Agreement (the Agreement), Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a limited, non-exclusive, non-transferable, except as expressly provided in the Agreement, and non-assignable or sublicensable, except as expressly provided in the Agreement, license for the Licensee to Use the Licensed Products during the Term of the Agreement solely for purposes of the Designated Use(s).

2.2 Designated Use(s). Licensee shall not Use the Licensed Products for any purpose other than the Designated Use(s).

2.3 Title to the Licensed Products. The Licensed Products are and shall remain the exclusive property of Licensor. Licensee shall not acquire any title to or ownership of the Licensed Products under or by reason of the Agreement. Licensee shall keep the Licensed Products free and clear of any and all claims, liens, and encumbrances. Licensee shall not challenge Licensor’s ownership of the Licensed Products during or after the Term.

2.4 Costs of Operation. Subject to the obligations of Licensor under the Agreement: (a) Licensee shall bear all costs and expenses of Using and maintaining the Licensed Products during the Term; and (b) Licensee shall be responsible for all loss, damage, or destruction of or to the Licensed Products. Licensee shall operate, insure, and maintain the Licensed Products in strict compliance with all applicable laws, rules, regulations, and orders of all federal, state, and local courts.

2.5 Return of the Licensed Products. Upon the expiration or sooner termination of the Agreement, Licensee shall promptly return to Licensor, at Licensee’s sole cost and expense, in good repair, condition, and working order, ordinary wear and tear resulting from proper use alone excepted, all elements that comprise the Licensed Products, including, without limitation, all Documentation and other information delivered by Licensor to Licensee, as well as all other documents, notes, and other materials related to the Licensed Products in Licensee’s possession, together with written certification by an authorized officer of Licensee that all of the Licensed Products, including any copies, modifications, and other related materials in Licensee’s possession, are no longer in use and have been returned to Licensor or destroyed.

2.6 Third-Party Software. Licensee is solely responsible for obtaining all equipment and software necessary for Licensee to access and use the Licensed Products and for the Compatibility (defined as any device currently supported on the Google Play or Apple Store sites) thereof with the Licensed Products, and for paying all fees, including without limitation all taxes and carrier data fees, necessary to use the Licensed Products. The Licensed Products may be provided along with third-party software. Licensee’s use of the third-party software may be subject to separate license terms and conditions. Licensor is not responsible for, and will have no liability related to, any third-party software. Licensor makes no representations and/or warranties about the compatibility of the Licensed Products with any third-party software. Licensor does not warrant the content of any third-party services or software or assume any responsibility or liability for the actions, products or content of any third-party services or software.

2.7 Additional Services.

2.7.1 Customization. Licensee acknowledges that Licensor has made no representations or warranties to Licensee of any kind concerning future changes, Updates or Releases (except as expressly provided by Sections 2.7.2 and 2.7.3 below or in any Agreement), or any customization of the Licensed Products.

2.7.2 Mandated Updates. If Licensor, in its sole discretion, determines that any Updates to the Licensed Products are necessary or appropriate, then Licensor may provide such Updates to Licensee, and in such case the Updates will be provided to Licensee at no charge. If any such Updates are provided to Licensee, Licensee shall install, or permit Licensor to install, such Updates to the Licensed Products. Licensee shall promptly install all Updates and Licensor shall bear no liability for Licensee's failure to install Updates.

2.7.3 Releases. If Licensor develops any new Releases of the Licensed Products during the Term, then Licensor will provide such new Releases to Licensee free of charge. Licensee will have thirty (30) days to accept any Release as part of the Licensed Products.

2.7.4 Third-Party Data or Services. Licensee will be responsible for any costs or fees associated with third-party data or services that Licensee desires to use (including but not limited to third-party market data or third-party voice, bulk email, fax, or other services). Any costs or fees associated with third-party data or services will be mutually agreed upon in writing.

2.8 Restricted Use. Except as expressly permitted by the Agreement, Licensee shall not Use, voluntarily permit, or allow (in violation of Sections 2.9 or 2.10 hereof, or otherwise) the Licensed Products to be Used, directly or indirectly, in any manner that would enable any other party to Use, copy, or have access to any of the Licensed Products, except for any Use, copying, or access necessary for the ordinary functioning of the Licensed Products. Licensee shall promptly notify Licensor of any unauthorized disclosure, reproduction or distribution of the Licensed Products which comes to Licensee's attention or which Licensee reasonably suspects.

2.9 Copying. Licensee shall not make, have made, or permit its employees or any third parties to make any copies or translations of the Licensed Products, in whole or part, for any reason, including without limitation backing up data (except for any recommended backup procedures detailed in any Agreement), nor shall Licensee permit any other files to become merged with the Licensed Products.

2.10 Replacement of Lost or Damaged Software. If the Licensed Products or any portion thereof become damaged through no fault of Licensee, Licensor shall replace the same for no charge, provided that Licensee returns all damaged portions and provides Licensor with a statement specifying in detail the circumstances involving the damage. If the Licensed Products or any portion thereof become damaged under circumstances for which Licensee bears fault, Licensor shall replace the same for a charge to be determined in Licensor's reasonable discretion.

2.11 No Modification or Decompilation. Licensee shall not modify, disassemble, decompile, reverse engineer, recreate, or generate any Licensed Products or any portion, version, or derivative work thereof. Licensee shall not attempt any of the foregoing or aid, abet, or permit any others to do so. Licensee shall not use any Licensed Products for the purpose of developing products which compete with the Licensed Products.

2.12 Proprietary Markings. Licensor may affix from time to time such copyright, trademark, confidentiality notice, mark, or legend on or as a part of any Licensed Products. Licensee shall not remove, erase, or modify any such copyright, trademark, confidentiality notice, mark, or legend.

3. LICENSOR/LICENSEE RESPONSIBILITIES

3.1 In addition to the responsibilities listed in the Agreement, Licensor shall also use commercially reasonable efforts to accomplish and be responsible for:

- i. Build and roll-out of Licensed Products as described in the Agreement.
- ii. Providing Marketplace Management Services to assist in the implementation and rollout of the Licensee branded Marketplace as described in the Agreement.
- iii. Training Licensee Tier 1 Support and key personnel.
- iv. Providing Tier 2 and Tier 3 telephonic technical support for the Licensed Products Monday through Friday between the hours of 8:00 a.m. and 7:00 p.m. Eastern Time.
- v. Provide Licensee billing transaction data.

3.2 In addition to the responsibilities listed in these Terms and Conditions, Licensee shall also use commercially reasonable efforts to accomplish and be responsible for:

- i. All sales, marketing, and support services to Licensee Marketplace end-users, including:
 - a. Loading Vehicle inventory to be marketed and sold through the Licensee Marketplace.
 - b. Licensing access to and implementing the Licensee Marketplace to buyers and sellers.
 - c. Training buyers and sellers to bid, buy and sell Vehicles on the Licensee Marketplace.
- ii. Support and Train Inside/Field Sales.
- iii. Performance management resources to work with Dealer Buyers and Sellers to drive utilization and develop inventory strategies, and ‘work deals’ to bring Buyers and Sellers to agreement on individual transactions and resolve any disputes.
- iv. All post-sale activities, including but not limited to, transfer of payments, title, transportation, arbitration, inspection, and any other activities needed to consummate a transaction.
- v. All necessary Licensee branding and logos to Licensor for Marketplace setup.
- vi. All Apple Store and Android Store credentials for Licensee accounts.
- vii. All required website content and credentials to enable Licensor to build and link Licensee websites.
- viii. Tier 1 Support (trained by SIA).
- ix. Billing and collections.

4. TERM AND TERMINATION

The initial term of the Agreement and any renewal thereof (Renewal Term) will be governed by the Agreement and shall commence as of the Effective Date and shall remain in effect for the duration of the initial term (the “Initial Term”). Following the Initial Term, the Agreement will automatically renew for additional, successive periods (each a “Renewal Term”) unless either Party gives written notice of its intent not to renew at least ninety days (90) days prior to the expiration of the Initial Term or the then-current Renewal Term (whichever is applicable) or the Agreement is otherwise terminated as set forth herein. The Initial Term, together with any Renewal Terms, are collectively referred to herein as the “Term.”

5. PAYMENTS/DEFAULT

5.1 Monthly Minimums and Transactional Fees. In consideration for the rights granted to Licensee and the services performed by Licensor under the Agreement, Licensee will pay to Licensor, without offset or deduction, the fees and other amounts set forth on the User Software License Agreement Order Sheet (Agreement). Licensor may change the Pricing Schedule (or any portion thereof) at its sole discretion by providing at least sixty (60) days’ prior written notice to Licensee. Licensor will submit invoices to Licensee with respect to such fees on a monthly basis, and each invoiced amount will be due and payable by Licensee within thirty (30) days of receipt of the relevant invoice by Licensee. If the Agreement is not executed on the first day of a month, or if the Agreement terminates prior to the last day of a month, the Monthly Minimums owed for that month will be prorated according to the number of days the Agreement was in effect during that month.

5.2 Taxes. Licensee shall pay to or reimburse Licensor upon demand for the full amount of all taxes, however designated, arising from or based upon any payment of the Monthly Transactional Fees; the Use, ownership,

or possession of the Licensed Products; or the grant of the License under the Agreement, including, without limitation, any sales and/or use tax, local privilege or excise tax, gross receipts, value added, tariff, duty, property tax, or assessment (but excluding taxes based on Licensor's income), and related interest and penalties, if any, imposed by any governmental authority at any time by reason of the failure of Licensee to make any such payment or reimbursement to Licensor on a timely basis.

5.3 Late Payments; Interest. Any portion of any fee or other amount payable (other than any transaction fee on a transaction that has not been executed that has been disputed by Licensee in good faith by providing written notice of such dispute to Licensor within thirty (30) days of its receipt of the applicable invoice or billing statement) that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

5.4 Events of Default. The occurrence of any of the following events shall constitute an Event of Default:

- i. *Payment.* The failure of Licensee to pay Licensor any sums or amounts when due under the Agreement, where such delinquency is not fully corrected within thirty (30) days following Licensor's written demand; or
- ii. *Material Covenants.* The failure of Licensee or Licensor to observe, keep, or perform any material covenant, term, or condition of the Agreement, where such non-performance is not fully corrected by the non-performing party within twenty (20) days following written demand by Licensor or Licensee; or
- iii. *Bankruptcy.* To the extent permitted by law, the filing of a petition for Licensee's or Licensor's bankruptcy, whether voluntary or involuntary, or upon an assignment of Licensee's or Licensor's assets for the benefit of creditors, or upon the appointment of a trustee or receiver to take charge of the business of Licensee or Licensor for any reason, or if Licensee or Licensor becomes insolvent or voluntarily or involuntarily dissolved; in any of such events, the Agreement shall terminate upon thirty (30) days' prior written notice from the non-defaulting party unless the condition giving rise to such notice is corrected within such thirty (30) day period; or
- iv. *Transfers.* Licensee makes a general assignment for the benefit of its creditors.

5.5 Remedies. Upon the occurrence of any Event of Default the non-defaulting Party may pursue any right or remedy available at law or in equity including, without limitation (i) terminating the Agreement, (ii) obtaining such equitable relief as the non-defaulting Party may deem necessary to enjoin any existing or threatened breach of any provision hereof intended to protect the non-defaulting Party's interest in or the nature of the Licensed Products, without bond; or (iii) taking such other actions and seeking such further remedies as may be appropriate at law or in equity. All of these remedies shall be deemed cumulative and a party's decision to seek fewer than all available remedies shall not be deemed an election of remedies.

5.6 Termination. Upon any termination of the Agreement, all rights of Licensee under the Agreement shall cease as of the termination date, including, but without limitation, the License granted to Licensee under the Agreement. Any termination of the Agreement under this Section shall be in addition to, and not a waiver of, any remedy at law or in equity available to Licensor arising from any breach of the Agreement by Licensee.

6. CONFIDENTIALITY.

6.1 Proprietary Information. Each of the parties acknowledges that, in the course of performing its obligations under the Agreement, such party will receive information which is proprietary and confidential to the disclosing party and which the disclosing party wishes to protect from public disclosure ("Proprietary Information"). Proprietary Information includes, without limitation, all information disclosed at any time before, after, or at the time of execution of the Agreement between the parties relating to the Licensed Products (including without limitation any techniques or processes used in creating the Licensed Products); all other intellectual and intangible property rights of the parties to the Agreement pertaining to computer systems and software; and any other information which has been or shall be disclosed between the parties relating to their respective businesses, customers, products, marketing and sales plans, financial status, product development plans, strategies, and the like. Proprietary Information shall not

include (a) information known to the receiving party prior to disclosure, (b) information in the public domain or which falls into the public domain during the Term through no fault of the receiving party, or is learned by the receiving party without violation of any obligation of confidentiality, (c) information independently developed by the receiving party, or (d) any information required to be disclosed by law, provided that prior to disclosure the receiving party gives reasonable notice under the circumstances to the disclosing party to permit the disclosing party to obtain a protective order or confidential treatment.

6.2 Licensed Products. Without limiting the generality of the foregoing, the term “Proprietary Information” shall include the Licensed Products, all Updates, Releases, and changes thereto and enhancements thereof, all modifications or conversions thereof, all additions thereto, and all adaptations or derivative works thereof.

6.2.1 Proprietary Information with respect to the Licensed Products shall include each invention, discovery, development, improvement, system, design, screen, report, manual, program, code, listing, software, database, specification, routine, sub-routine, and any other form of intellectual property, whether or not protected or protectable by applicable copyright or other laws, and whether or not such Proprietary Information is disclosed by Licensor to Licensee, or is prepared, created, conceived, reduced to practice or writing, or otherwise developed by Licensor or Licensee in connection with the Licensed Products.

6.2.2 Licensee acknowledges and agrees that all Proprietary Information in connection with the Licensed Products, any goodwill generated by its use, as well as in any ideas and know-how which are developed by Licensor in the course of providing any technical services, including any enhancements or modifications made to Licensed Products, is and shall be deemed to be at all times the exclusive, confidential and proprietary property and trade secrets owned solely by and shall inure to the benefit of Licensor at all times during the Term and at all times following any expiration or termination hereof. Licensee shall hold all Proprietary Information in connection with the Licensed Products in strictest confidence without disclosing or otherwise using any such Proprietary Information, except for the Designated Use(s) permitted by the Agreement.

6.3 Restrictive Use Conditions. Each party: (a) shall hold all Proprietary Information in confidence for the benefit of the party owning same, and not disclose any Proprietary Information except to its employees or representatives to whom disclosure is necessary to effect the purposes of the Agreement and who are bound to hold the Proprietary Information in confidence, and in the case of non-employees of the party, only to those who first execute a confidentiality agreement in form consistent with the provisions hereof; (b) shall use reasonable efforts (and no less stringent than those used by Licensee for valuable intellectual property owned by Licensee) to prevent inadvertent or unauthorized disclosure, publication, or dissemination of any Proprietary Information; and (c) in the case of Licensee, shall take such actions as may be reasonably necessary to cause its employees and independent contractors to comply fully with Licensee’s obligations under the Agreement with respect to the Use, protection, and security of the Licensed Products and all Proprietary Information pertaining thereto. Nothing in the Agreement shall be interpreted as creating any obligation for any party with respect to information (i) which can be demonstrated to have been in the public domain as of the effective date of the Agreement through no fault of such party, directly or indirectly; (ii) which can be demonstrated to have been independently developed by such party without the benefit of proprietary information; (iii) which is rightfully received by such party from a third party not under an obligation of confidence to the other party hereto with respect thereto; or (iv) to the extent required by court order. In the latter circumstance, Licensee shall provide Licensor with written notice of any legal process involving the Proprietary Information. Licensor, with written consent from Licensee, may use Licensee’s, its customers’, its customers’ Vehicles’, and other Services recipients’ information in an aggregated, anonymized form, and Licensee will have no ownership interest in such aggregated, anonymized data. Licensee authorizes Licensor to release customer-related data and Vehicle-related data, and such other data as required to perform the Services, to third party vendors of Licensee as designated by Licensee from time to time. Notwithstanding the foregoing, the receiving party may disclose Proprietary Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate to respond to any summons or subpoena or in connection with any litigation and (ii) to the extent necessary to enforce its rights under the Agreement.

6.4 Security. Licensee shall use such electronic and physical security systems to safeguard the Licensed Products as it uses to safeguard its own proprietary systems and information.

6.5 Copyright Notice. No copyright notice used in connection with the Licensed Products shall be deemed to imply that any part of the Licensed Products has been published or placed in the public domain, or that Licensor has removed the obligation to hold any Proprietary Information contained on or in the Licensed Products in confidence and not to disclose any Proprietary Information contained on or in the Licensed Products to anyone.

6.6 Derivative Works. Licensee shall not make any improvements, modifications, or other changes to the Licensed Products without the prior written approval of the Licensor. Any such improvements, modifications, and other changes shall belong exclusively to Licensor, and on Licensor's request, Licensee shall execute a copyright assignment in favor of Licensor and execute such other documentation as may be requested by Licensor to effect and confirm Licensor's ownership thereof.

6.7 Nonsolicitation.

Licensee: During the Term, the Licensee shall not do any of the following, directly or indirectly, individually or in concert with any other person or entity, except with prior written approval of the Licensor:

- (a) induce or attempt to induce any employee or agent of the Licensor to leave the Licensor's employ;
- (b) employ (or engage to act, directly or indirectly, as an independent contractor or agent) any employee, contractor or agent of the Licensor within one (1) year following termination of the employment or agency of such employee or agent with the Licensor.

Licensor: During the Term hereof, the Licensor shall not do any of the following, directly or indirectly, individually or in concert with any other person or entity, except with prior written approval of the Licensee:

- (a) induce or attempt to induce any employee or agent of the Licensee to leave the Licensee's employ;
- (b) employ (or engage to act, directly or indirectly, as an independent contractor or agent) any employee, contractor or agent of the Licensee within one (1) year following termination of the employment or agency of such employee or agent with the Licensee.

6.8 Data Use. Licensee shall own the data associated with transactions taking place on or through the Licensed Products. Licensee hereby grants Licensor the right to gather, use, and sublicense aggregated data as well as individual transaction and Vehicle data (which may or may not be anonymized) used in connection with the Licensed Products, and provide such data to third parties, in order to further Licensor's business purposes, including, without limitation, to track, test, troubleshoot, or improve its products and services. In any event, however, both Licensor and Licensee will maintain each other's Proprietary Information in confidence as required by Sections 6.1 through 6.7 of the Agreement.

7. LIMITED WARRANTY.

Non-Infringement and Ownership. Licensor warrants to Licensee that it owns the Licensed Products and that the Licensed Products, when used in accordance with the applicable Agreement, do not infringe, misappropriate, or violate any third party's United States patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, THE LICENSED PRODUCTS ARE PROVIDED TO LICENSEE "AS-IS." LICENSOR DOES NOT MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE LICENSED PRODUCTS WILL BE FREE OF HARMFUL CODE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE OF ANY KIND OR NATURE.** The sole and exclusive remedy for any breach of the warranty as set forth in the Agreement shall be rejection of the Licensed Products and refund of any amounts actually paid by Licensee to Licensor, less the value of Licensee's Use of the Licensed Products. Licensor shall have no warranty obligations if Licensee or any other party has (i) Used, voluntarily permitted, or allowed any Use of the Licensed Products beyond that authorized by the Agreement; (ii) modified or attempted to modify any portion of the Licensed Products without the prior written consent of Licensor; or (iii) combined the Licensed Products with any third party software not authorized by Licensor and the Claimed Infringement arises from the combination of Licensed

Products and such third party software. Subject to the indemnification provisions of Section 9, Licensee hereby assumes full responsibility for (i) its Use of the Licensed Products and any information entered, used, or stored thereon; (ii) ensuring that data is not improperly or inadvertently modified, deleted, destroyed or disclosed; and (iii) the accuracy and integrity of all results. Licensor assumes no responsibility for Licensee's negligence or failure to take adequate measures to protect data from inadvertent modification, deletion, destruction, or disclosure.

8. LIMITATION OF LIABILITY AND REMEDIES.

8.1 Limitation on Damages. EXCEPT AS SET FORTH IN THE INDEMNIFICATION PROVISIONS OF SECTION 9, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL, OR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE, OR LOSS OF USE OF ANY PART OF THE SYSTEM OR ANY DATA, INFORMATION, OR PROPERTY OF LICENSEE, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF LICENSEE'S BUSINESS, WHETHER RESULTING FROM TORT, BREACH OF CONTRACT, OR BREACH OF WARRANTY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing shall not be deemed to preclude Licensee from seeking other damages that may be incurred by Licensee due to Licensor's material breach of the Agreement.

8.2 Maximum Liability. Licensee agrees that, notwithstanding any other term or condition of the Agreement, Licensor's maximum aggregate liability under the Agreement shall be limited to an amount equal to the total amount, including if applicable the Initial Fee and Transactional Fees, actually paid by Licensee to Licensor (including any associated taxes) during the twelve-month period immediately preceding the earliest event giving rise to the liability. The existence of more than one claim shall not enlarge or extend this maximum limitation. Licensee hereby waives any and all rights, obligations, liability, claims, or demands related to the System and the Agreement in excess of this maximum limitation.

8.3 Effect of Limitation. Licensee acknowledges that the limitations set forth in Sections 7 and 8 hereof are integral to the amount of Transactional Fees charged for the License and the related services to be provided by Licensor under the Agreement, and that, were Licensor to assume any further liability beyond that set forth in Sections 7 and 8, such Transactional Fees would have been substantially greater.

9. INDEMNIFICATION.

9.1 Defense of Suits by Licensor. Licensor, at its own cost and expense, shall defend, indemnify, and hold harmless, or at its option settle, any Claimed Infringement. At Licensee's request, Licensor shall provide written notice of its willingness to undertake the defense of any such action or proceeding. Licensor shall indemnify and hold harmless Licensee against any costs, expense, or damages awarded against Licensee in such action, provided that Licensee promptly notifies Licensor in writing of the action and provided, further, that Licensee promptly tenders the defense of any such action to Licensor and cooperates with Licensor in the defense thereof. Licensor shall not be liable for any costs, expenses, damages, or fees incurred by Licensee in defending such action or claim unless (i) authorized in writing by Licensor; or (ii) Licensor wrongfully fails or refuses to defend Licensee as required by this Section, in which event Licensee shall be entitled to proceed with its own defense at Licensor's expense. Licensor shall be entitled to proceed with a defense of Licensee with a reservation of rights.

9.2 Prosecution of Suits. Any action which may be brought to obtain damages or to prevent or enjoin any third party from infringement of any patent, trade name, trademark, service mark, trade secret, copyright, or other proprietary right of Licensor with respect to the Licensed Products shall be brought exclusively by Licensor, in its sole discretion and at its sole cost and expense, using attorneys of its choosing. All damages or other relief or remedies resulting therefrom shall be owned solely by Licensor.

9.3 Infringement Alternatives. If the Licensed Products are, or in Licensor's sole and exclusive opinion are likely to become, the subject of a Claimed Infringement, Licensor may (a) procure for Licensee, at no cost to Licensee, the right to continue to Use the Licensed Products; (b) replace or modify the infringing portions of the Licensed Products, at no cost to Licensee, to make the Licensed Products non-infringing, provided that the same

functions are provided by the replacement to or modification of the Licensed Products; or (c) if the right to continue to Use the Licensed Products cannot be procured for Licensee for a reasonable cost, in the discretion of Licensor, or the Licensed Products cannot be replaced or modified to make the same non-infringing, terminate the License for such portion of the Licensed Products, remove the infringing portion of the Licensed Products, and grant Licensee a refund credit thereon as depreciated on a straight-line basis for the Term. Licensee represents and warrants to Licensor that Licensee is aware of no Claimed Infringement involving the Licensed Products.

9.4 Nonconforming Use. Licensor shall have no liability of any kind for any Claimed Infringement if the Licensed Products or the System is Used in violation of any term or condition of the Agreement in a manner which causes or relates to the Claimed Infringement.

9.5 Indemnification of Licensor. Except as stated in Sections 9.1 through 9.4 above, Licensee hereby agrees to indemnify and hold Licensor harmless from and against any and all losses, liabilities, claims, actions, costs, and expenses (including any liability under the doctrines of “strict liability” or “product liability”), including reasonable attorneys’ fees and court costs, that relate to, result from, or in any way arise out of (i) Licensee’s possession, maintenance, use, or operation of the System or any part thereof; (ii) any output or products of the System or any part thereof; or (iii) the condition, loss, damage, or destruction of the System or any part thereof. Licensee shall give Licensor prompt written notice of any matter hereby indemnified against and agrees that upon written notice by Licensor of the assertion of any such claim, action, occurrence, or the like, Licensee shall assume full responsibility for the defense thereof.

10. GENERAL LEGAL PROVISIONS.

10.1 Entire Agreement. The Agreement, together with these Terms & Conditions, contains the entire agreement of the Parties relating to the subject matter hereof and supersedes any prior or contemporaneous agreements, representations or understandings, whether oral or written. Neither the Agreement nor the Terms and Conditions may be changed orally.

10.2 Notices. All notices given to a party shall be in writing and shall be sent (a) by nationally recognized overnight delivery service; or (b) by hand delivery. All notices must be sent to the addresses set forth in the Agreement or such other addresses as either party shall designate upon at least ten (10) days’ notice and shall be deemed delivered when received or delivery refused.

10.3 Conflicts. In the event of any conflict between the terms of the Agreement and the Terms and Conditions, the provisions of the Agreement shall govern.

10.4 Relationship of Parties. The Parties are independent contractors for purposes of the Agreement. Nothing contained in the Agreement or the Terms and Conditions shall constitute or be construed to constitute or create a partnership, joint venture or fiduciary relationship between the parties and neither party shall have the right to obligate or bind the other.

10.5 Governing Law. The Agreement will be governed by, and construed in accordance with, the laws of the State of Florida excluding any choice-of-law principles and the United Nations Convention on Contracts for the International Sale of Goods.

10.6 Dispute Resolution. Any dispute, controversy or claim arising out of or relating in any way to the Agreement, including: the terms, conditions and provisions of the Agreement; and any breach of the Agreement (the “Subjects”), will be submitted to, heard and determined in a state or Federal court located in Orange County, Florida. LICENSEE WAIVES, TO THE FULLEST EXTENT THAT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ORANGE COUNTY, FLORIDA, AND IN ADDITION TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE AGREEMENT. By executing the Agreement, the Licensee represents that they have been given

the opportunity to fully review and comprehend the terms of the Agreement and freely and voluntarily agree to such terms.

10.7 Counterparts. The Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement. Such counterparts may be delivered electronically, including, without limitation, by email.

10.8 Severability. If one or more of the provisions contained in the Agreement is held invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

10.9 Survival. The Terms and Conditions shall survive the expiration or any earlier termination of the Agreement.

10.10 Assignment; Change of Control.

10.10.1 Except as provided in this Section 10.10, the Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be assigned or transferred by either Party without the written consent of the other Party.

10.10.2 Each Party may, without the written consent of but upon written notice to the other Party, assign the Agreement and its rights and obligations hereunder in whole or in part (a) to a Party capable of performing its obligations hereunder, or (b) to a successor-in-interest as a result of a merger or acquisition of a Party, or in connection with the sale of all of substantially all of the assets or stock of such Party to which the Agreement pertains. Any attempted assignment not in accordance with this Section 5.5 shall be void.

10.10.3 If, during the Term, SIA is acquired by, or merges with, a Third Party that is, at the time of the consummation of such acquisition or merger, an Auction Wholesale platform or an Automotive Inventory Photography company that is a direct competitor of Licensee (such acquiror or merger partner, an “Acquiror”, and such event, a “Change of Control”), then: (a) in the event such Change of Control occurs during the Term, the Parties shall complete the Services as described in the Agreement and SIA shall establish appropriate firewalls to prohibit the sharing of any Licensee Know-How (including the nature and scope of any Transactions conducted by Licensee under the Agreement), with any other individual within the Acquiror that is involved in any manner in a way that is directly competitive to Licensee; and (b) the Agreement shall otherwise remain effective on its original terms.

10.11 Waiver. No term or provision of the Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party against whom the waiver or consent is asserted. No waiver or excusal of any breach of or non-compliance with the Agreement on a given occasion shall operate as a waiver on any other occasion.

10.12 Attorneys’ Fees. The substantially prevailing party in any litigation, arbitration, or court proceeding to enforce the Agreement or any of its terms, as determined by the court or tribunal, shall be entitled to recover, in addition to any other amounts awarded, all costs, expenses, and attorneys’ fees incurred.

10.13 Export Control. Licensee is advised that the Licensed Products are of U.S. origin and subject to the U.S. Export Administration Regulations. The Licensed Products also may be subject to applicable local laws and regulations. Diversion contrary to U.S. and/or applicable local country law or regulation is prohibited. Licensee agrees not to directly or indirectly export, re-export, import, download, or transmit the Licensed Products to any country or end user, or for any use that is contrary to applicable U.S. and/or local country law or regulation (including but not limited to those countries embargoed by the U.S. government). Licensee represents that neither the BIS nor any other governmental agency has issued sanctions against Licensee or otherwise suspended, revoked, or denied Licensee’s export privileges. Additionally, Licensee is advised that the Licensed Products may contain encryption algorithms or source code that may not be exported to government or military end users without a license issued by the BIS and any other country’s governmental agencies, where applicable.

10.14 Negotiation. The Agreement is the result of negotiation between the parties and, accordingly, shall not be construed more strongly for or against either party regardless of which party was more responsible for the preparation of the Agreement or any portion thereof.

10.15 Force Majeure. Except as noted below, neither party shall be liable for any breach of its obligations under the Agreement resulting from a cause beyond its reasonable control, including but not limited to fires, strikes (of its own or another's employees), insurrection, riots, endemics, pandemics, embargoes, terrorist acts, container shortages, wrecks, delays in transportation, inability to obtain supplies and raw materials, or requirements or regulations of any civil or military authority. Under no circumstances, however, may such an event excuse a party from any obligation to pay any amounts or sums due to the other party. Each of the parties agrees to promptly notify the other upon becoming aware of an event described in this section. This notice must describe in detail the circumstances giving rise to the event. If a default due to an event described in this section shall continue for more than four weeks, the party not in default will be entitled to terminate the Agreement. The parties will retain any liabilities existing at the time of such a termination, but neither party will incur any additional liability to the other as a result of the termination.