

Universal Terms and Conditions of Use - (MINI USA Digital Program)

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. Your electronic signature/agreement below authorizes Shift Digital to begin providing Services and billing you immediately. You agree to pay the applicable fees for Services as set forth in the electronic Fee Exhibit(s) incorporated herein by reference.

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.

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 agree to provide the Services to you in accordance with the terms and conditions of these Terms. The definition of Services hereunder shall also include any online access to any enrollment portal, informational web pages, and/or online reporting service (collectively, the "Secure Web Services") provided by Shift Digital or its Affiliates. Use of the Services is subject to the applicable policies of the search engines, website or network publishers ("Publishers") on which display ads, videos or other advertising media ("Advertisements") are posted or displayed in connection with the Services, including without limitation any Publisher's editorial guidelines, privacy policies, trademark guidelines, and ad specification requirements ("Policies"). You agree to comply with the Policies while these Terms are in effect. Shift Digital or its Affiliates may modify Advertisements to comply with any Policies in its sole discretion.

1.2 We have affiliated legal entities, contractors, subcontractors, vendors, suppliers 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) 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 provided to you.

1.3 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.

1.4 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 prior written notice of your intent to cancel receiving the Services in accordance with the provisions of Section 8 below.

1.5 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.

1.6 The Services are being provided in connection with a digital marketing program of BMW of North America, LLC ("BMW") for its MINI USA division ("MINI"), and you specifically acknowledge and agree that Shift Digital and its Affiliates may transfer information obtained or derived from your use of the Services to BMW, including MINI.

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, complete 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). Without limiting the foregoing, you agree 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.

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 if these Terms are breached or there are threatened claims against you related to the Services provided under these Terms.

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 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, 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.

2.10 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.

2.11 You acknowledge that as part of the Services you may receive use of and access to certain toll--free and local tracking phone numbers (the "Numbers"), as well as other services relating to such Numbers (collectively, the "Call Tracking Number Services"). You acknowledge and understand that when a person (the "Caller") calls a Number, the Caller will be automatically advised, prior to the connection of the telephone call to you, that each call is subject to recording and monitoring (the "Recorded Call Message").

Call Tracking Number Services may include the ability to record and retrieve telephone communications associated with the Numbers assigned to you pursuant to the Call Tracking Number Services. Only calls to telephone numbers associated with the Call Tracking Number Services will be recorded. The recorded calls may be reviewed by you, and those given access by you; which may include the managers or other co-workers of the individuals participating in the call.

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 Numbers 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 (a) the legality of recording, monitoring, storing and/or divulging telephone calls and (b) 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 (the "Call Receivers"). You agree, acknowledge, represent and warrant that you will provide and/or obtain all notices, consents, and permissions relating to Call Receivers, as required by applicable laws and regulations.

You agree to indemnify, defend and hold harmless BMW, Shift Digital, Our Affiliates, each of their affiliates, officers, shareholders, directors, employees, suppliers, representatives 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 of your employees, agents or subcontractors; (ii) breach of any of your representations, warranties or covenants contained herein; or (iii) your use of the Numbers.

Unless registered in your name, you acknowledge that you have no rights in any telephone number or domain name assigned to you by us or Our Affiliates, and that we or Our Affiliates may re-assign such numbers or domain names when no longer used by you.

2.12 You understand that part of the Services may include, among other things, the creation and posting of Advertisements on the World Wide Web and otherwise by us or Our Affiliates on your behalf relating to your automotive dealership (the 'Advertising Services'). You are solely responsible for all: (a) campaigns and budget allocation and management (creative or targets), whether generated by or for you; and (b) web site content, services and landing pages that create links, or directs viewers, to your advertised services and products. You understand and agree that Advertisements may be placed on any website or property provided by a Publisher upon which we or Our Affiliates may select or you may request. In connection with the Advertising Services, you authorize us and/or Our Affiliates to enter, on your behalf, into insertion orders and similar agreements with Publishers for the placement of Advertisements. You authorize and consent to all such placements and agree to be bound by the terms of such agreements; provided, you will not be liable for fees in excess of the fees for the Services. Advertisements may be implemented on Publishers' sites at our or Our Affiliates sole discretion, and we or Our Affiliates may change the position, reject or remove any Advertisement for any or no reason during the course of a campaign. You may not use or republish any Advertisements or other marketing materials provided to you by us and/or any of Our Affiliates without our prior written consent.

2.13 You hereby appoint Shift Digital and Our Affiliates to act as your agent in purchasing Advertising and to contract with Publishers in order to deliver the Advertising Services, including the right to manage your accounts with Publishers and to make all decisions (including bid price, listing terms, and monthly spend) and take all actions (including adding and deleting listings, creating new listings, editing listings and changing bid amounts) relating to your accounts.

2.14 You authorize us or our Affiliates to track activity on your website(s) in connection with the Services provided to you, which may include monitoring and measuring the efficacy of the Services using web beacons, HTML tags, cookies or

other methods or technologies (the "Tracking Tags"). Upon notice from us or Our Affiliates, or termination of the Services, you agree to immediately cease all use of and facilitate the removal of all such Tracking Tags from your websites by us or Our Affiliates and to be responsible for any fees or costs incurred by us or Our Affiliates with respect to tracking tags that we or Our Affiliates are unable to remove.

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 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 create, transmit or display 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 You represent, warrant and covenant that the Content on your website and any Content you provide to us in connection with the Services:: shall not contain anything that infringes copyrights, patents, trademarks, or trade secrets; does not violate any publicity, privacy or other right of any third party; does not and shall not violate any law or regulation; are not defamatory, libelous, slandering, abusive, harassing, or threatening; are not and shall not be obscene, vulgar, or profane; are not false, deceptive or misleading; have not resulted in and are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of

any kind to any person or entity; and will be free of viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information. You agree not to engage in any form of spamming or improper or malicious clicking, impression or marketing activities through any search engine or service. You also agree not to implement or use any technology that prohibits users from using the "Back" button of the user's web browser to return to a prior site. You agree to indemnify, defend and hold harmless the Indemnified Parties, from and against any and all 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 your breach of the provisions hereof.

3.7 You acknowledge and agree that so long as we or Our Affiliates are providing website services to you that the websites for which the Services are provided will feature an easy-to-understand privacy policy, linked, at a minimum, conspicuously from the website(s)'s home page, with a link that contains the word "Privacy," that, in addition to the disclosures about your privacy practices, contains the following provision (or equivalent terms):

Cookies and Other Tracking Devices

We may use cookies and other tracking devices on our website. Using cookies on our site provides benefits to you, by allowing us to measure site activity to provide a better, more personalized, user experience. Cookies and other tracking devices may be used to tell us information such as the time and length of your visit, the pages you look at on our site, the site you visited just before coming to ours, and the name of your Internet service provider. You may elect to refuse cookies. Please refer to your browser Help instructions to learn more about cookies and how to manage their use.

We may use the technology of third-party advertising companies to serve advertisements on other websites and place our listings on search engines. When you click on one of our paid listings, a separate cookie is placed or recognized on your computer's Web browser. Web beacons at our website are used in conjunction with this cookie to evaluate our online advertising or to tailor promotions and other marketing messages to you. To learn how to "opt out", please visit www.doubleclick.net/us/corporate/privacy.

Outside Links

This website may contain links to third-party sites not controlled by us or covered by this Privacy Statement. We recommend that you check the privacy statement of other sites you visit before providing any personally identifiable information. In addition, the mapping features contained on this website are provided by Microsoft MapPoint and you may access the privacy statement relating to those mapping services at the following URL:
go.microsoft.com/fwlink/?LinkId=21970.

We reserve the right to change the required disclosure language, including requiring certain disclosures as mandated by law (including industry self-regulation or practice), upon written notice to you, and you agree to post such revised disclosure on the website(s) within five (5) business days following receipt of such notice.

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, trademarks, 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

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 license terms specific to such products or services, and you agree to comply with all such 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 provide to us or Our Affiliates or submit, post or display on or through the Services. By providing, submitting, posting or displaying the Content, however, you grant to us and Our Affiliates and any search engines or other third party with which we or Our Affiliates place Advertising, a non-exclusive, worldwide, royalty-free license to (i) use, reproduce, adapt, modify, translate, publish, publicly perform, publicly display, copy manipulate (including making thumbnail and full-scale copies of Content) and distribute the Content in connection with providing you the Services; (ii) make such Content available to other companies, organizations or individuals with whom we have relationships for the provision of these Services; (iii) access, index, cache, and display the website(s) to which your Advertisements link, or any portion thereof by any means including web spiders and crawlers.

6.2 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.

6.3 You confirm and warrant to us that you have all the rights, power and authority necessary to grant the above license. You represent, warrant and covenant that you have all necessary rights to provide the Content, and that all such Content (a) does not violate any law, statute, ordinance or regulation; (b) does not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (c) does not breach any duty toward or rights of any person or entity; and (d) will be free of viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that

may potentially damage, interfere with, intercept, or expropriate any system data or personal information. You also agree that by using a

keyword, title, description, link, listing or other element of the Services that may be suggested by us or Our Affiliates, you represent, warrant and covenant that such keyword, title, description, link, listing or other element of the Services is authorized by you, is in compliance with these Terms, and that neither BMW, Shift Digital or Our Affiliates will have any liability for your keywords or Advertisements, or for any changes that you make to keywords or your Advertisements based on suggestions made by us or our Affiliates.

6.4 You further hereby authorize us and any publisher, and any such other third party service provider that produces, collects or receives data pertaining to your website, your advertising activity, or any of your other business activities, to transfer, provide or otherwise make available such data to us in connection with our providing the Services to you hereunder.

6.5 In the event the performance of the Services requires us or Our Affiliates to access your computer systems to collect data or perform the Services, you specifically request and authorize such access and will provide, and have all rights and authorizations required to provide, such access. You understand and agree that we and/or Our Affiliates may engage a data polling service to poll and transmit data from your DMS or other computer systems. You hereby grant to us and of Our Affiliates a royalty-free, non-exclusive, non-transferable, non-cancelable license to use sales and inventory data (to the extent available) obtained from your computer systems solely for the purposes of (i) performing the Services for you, (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, and (v) the generation of market analysis data and related products; provided, the sales and inventory data shall not be used to disclose to any third party the your name or the name of any consumer, and shall not be sold to any third party.

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. Late payments shall be subject to late charges, calculated at the lesser of 1.5% interest per month or the maximum rate allowable under the law until paid in full. For all past due invoices, you agree to pay all costs of collection, including collection agency fees, reasonable attorneys' fees and court costs.

7.3 All fees are subject to applicable sales, use, excise or similar taxes, whether or not included at the time the fees are billed. You assume 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 its Affiliates.

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 cancel your Services with us, you may do so by providing us with advance written notice. Cancellations that occur on or before the 10th day of the month will be effective as of the end of that month and you 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 you will be billed for the Services, and be responsible for payment of the Services, for the remainder of that month and the following month.

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 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, (e) upon your bankruptcy, insolvency or the appointment of a receiver for your property; or (f) 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 1.5, 2.5, 2.6, 2.8, 2.10, 2.11, 2.12, 2.14, 3.2, 3.5, 3.6, 4, 5.2, 6, 7.2, 7.3, 8, 9, 10, 11, and 13 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.

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, WARRANT OR GUARANTEE 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) THE SERVICES OR ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE, RELIABLE OR COMPLETE, AND (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

9.3 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.

9.4 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.

9.5 WE AND EACH OF OUR AFFILIATES 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, TITLE, 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, NOR ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONSULTANTS, SUPPLIERS OR REPRESENTATIVES, SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNATIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE SERVICES. 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 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 AGGREGATE MAXIMUM LIABILITY OF SHIFT DIGITAL AND OUR AFFILIATES AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND LICENSORS UNDER THESE TERMS FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY YOU FOR THE AFFECTED SERVICE DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE LAST EVENT GIVING RISING TO LIABILITY.

10.3 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. INDEMNIFICATION AND INJUNCTIVE RELIEF

11.1 YOU AGREE TO DEFEND, INDEMNIFY AND HOLD BMW, SHIFT DIGITAL, AND OUR AFFILIATES, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUPPLIERS, REPRESENTATIVES, AND LICENSORS HARMLESS FROM AND AGAINST ALL LOSS, CLAIMS, CAUSES OF ACTIONS, LIABILITIES, DAMAGES, DEMANDS, JUDGMENTS, SETTLEMENTS, AND ADMINISTRATIVE OR REGULATORY ACTIONS OF WHATEVER KIND OR CHARACTER, BROUGHT BY ANY THIRD PARTY, AND INCLUDING COSTS,

ATTORNEYS' FEES AND EXPENSES, RELATING TO THE SERVICES PROVIDED UNDER THESE TERMS AND/OR YOUR PRODUCTS AND SERVICES, AND/OR ARISING FROM OR RELATED TO YOUR BREACH OF THESE TERMS OR ANY REPRESENTATION OR WARRANTY MADE BY YOU UNDER THESE TERMS, BUT EXCLUDING CLAIMS, DEMANDS AND CAUSES OF ACTIONS ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PERSON OR ENTITY SEEKING INDEMNIFICATION.

11.2 YOU ALSO ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IN VIOLATION OF THIS AGREEMENT MAY CAUSE BMW, SHIFT DIGITAL AND/OR OUR AFFILIATES SEVERE AND IRREPARABLE HARM FOR WHICH MONETARY RELIEF WOULD BE INADEQUATE AND THAT, UPON SUCH MISUSE OR THREATENED MISUSE, BMW, SHIFT DIGITAL AND/OR OUR AFFILIATES SHALL EACH BE ENTITLED TO SEEK INJUNCTIVE RELIEF TO STOP SUCH MISUSE, IN ADDITION TO ANY OTHER AVAILABLE REMEDIES.

12. Changes to these Terms

12.1 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.

12.2 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.

13. General legal terms

13.1 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.

13.2 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.

13.3 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.

13.4 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.

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

13.6 BMW and each of Our Affiliates shall each be deemed a third party beneficiary of the indemnification and limitation of liability provisions of these Terms. Except as expressly set forth herein otherwise, there are no, and shall not be any, third party beneficiaries of these Terms.

13.7 Each party hereto shall be excused from performance hereunder, except for payment obligations, and to the extent that it is prevented from performing any obligation hereunder, in whole or in part, as a result of delays caused by the other party or an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance or other cause beyond its reasonable control, including failures, fluctuations or non-availability of electrical power, heat, light, air conditioning, computing or information systems or telecommunications equipment or the inability of hardware or software leased or acquired by sale or license from third parties to process without error or malfunction any date data. Such nonperformance shall not be a default or ground for termination as long as reasonable means are taken to remedy expeditiously the problem causing such nonperformance.

13.8 You may not assign these Terms without the prior written approval of Shift Digital, except that no approval shall be required to assign these Terms to any person or entity which is, directly or indirectly, controlling, controlled by, or under common control with, you. These Terms may be assigned by Shift Digital. These Terms shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

14. PULSE Package Additional Terms.

14.1 License. Provided you are not in default of any obligation under the Terms, and provided you have paid all applicable fees, 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 Pulse Package, including the proprietary software, trademarks, copyrights and other proprietary elements of the Pulse Package. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Pulse Package as provided for herein solely with the Services and in the manner permitted by the Agreement.

14.2 As part of the Pulse Package, we will endeavor to gather reviews, comments, ratings, feedback and other third party Content from various websites regarding your business (the "Third-Party Content"), including from certain of Our Affiliates or other vendors (the "Content Providers"), and provide you with a copy, compilation or summary of the Third-Party Content for use for your information and internal business purposes. We have no control over and assume no responsibility for the Third-Party Content. Your access and use of the Third-Party Content is at your own risk. We do not warrant that we will be able to gather or provide you with all available reviews, comments, ratings, feedback or other such Content regarding your business.

14.3 Your use of the Third-Party Content may be restricted by and/or subject to terms and conditions imposed on you by the Content Providers of the Third-Party Content, and you agree to comply with all such restrictions.

14.4 The Third-Party Content may be protected by intellectual property rights, including without limitation copyrights, which are owned by the Content Providers and/or other third parties. We do not grant you the right to modify, translate, sell, publish, publicly perform, publicly display or distribute the Third-Party Content. If you desire to modify, translate, sell, publish, publicly perform, publicly display or

distribute the Third-Party Content, then you are solely responsible for obtaining the prior written consent, rights or license to do so from the Content Provider and/or other third party.

14.5 If you find any Third-Party Content objectionable and desire to have such Third-Party Content removed from any website of Content Provider or other third party, it is your sole responsibility to contact such Content Provider or other third party and follow any procedure established by such Content Provider or third party for the removal of the objectionable Third-Party Content.

14.6 You agree not to use or disclose any Third-Party Content except in compliance with applicable law, including all privacy laws, and any applicable terms and conditions of the Content Providers. In addition, you agree not to use or share any personally identifiable information that may be included in the Third-Party Content, including without limitation any names, screen names, pictures or other personal information.

14.7 You agree to provide us with any reasonable cooperation and assistance necessary to permit us to locate and access Third-Party Content, including providing us with access to any accounts you may have with Content Providers or other third-parties on which may be posted reviews, comments, ratings, feedback or other such Content regarding your business.

14.8 In addition to any other indemnities provided under these Terms, you agree to defend, indemnify, and hold us (as well as Our Affiliates) 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 (a) the services provided by us through the Pulse Package, or (b) your use of any Third-Party Content provided through the Pulse Package.

Addendum 1

Additional Terms and Conditions of Use – Goodway Group

IMPORTANT - READ CAREFULLY: These Additional Terms and Conditions of Use (these "Additional Terms") modify, supplement and amend the Universal Terms and Conditions of Use (the "Master Terms") between Sanctus, LLC (doing business as Shift Digital) and you, the dealer subscribing to receive the services provided by Goodway Group, Inc. ("Goodway Group"). These Additional Terms and the Master Terms are collectively referred to herein as the "Agreement." "Services" as defined in the Master Terms shall include the services provided by Goodway Group in accordance with these Additional Terms.

IN ORDER TO ACCESS AND USE THE SERVICES PROVIDED BY GOODWAY GROUP, YOU MUST FIRST AGREE TO THESE ADDITIONAL TERMS BY CLICKING "I AGREE" BELOW. IF YOU DO NOT AGREE WITH THESE ADDITIONAL TERMS, DO NOT ACCESS, OR IN ANY WAY USE, THE SERVICES PROVIDED BY GOODWAY GROUP AND IMMEDIATELY EXIT FROM THE SERVICES. IF YOU DO NOT AGREE TO ALL OF THESE ADDITIONAL TERMS, YOUR USE OF THE SERVICES PROVIDED BY GOODWAY GROUP IS STRICTLY PROHIBITED.

In the event of any inconsistency between these Additional Terms and the Master Terms, these Additional Terms shall govern and control. In all other respects, the Master Terms are and shall remain in full force and effect.

You may not accept these Additional Terms if (a) you are not of legal age to form a binding contract with us, (b) you are not authorized to bind the company subscribing to receive the Services provided by Goodway Group, or (c) the Dealer has not previously agreed to the Master Terms.

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

1. Privacy

- 1.1. You agree to comply with all applicable privacy, electronic communications and data protection laws, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines, including, without limitation, each of the Self-Regulatory Principles of the Digital Advertising Alliance ("DAA") (currently available at <http://www.aboutads.info/principles>) (collectively, "Rules") applicable to your use of the Goodway Group Services.
- 1.2. Goodway Group will post and maintain a privacy policy that discloses its practices with respect to the collection and use of information in connection with interest-based advertising, ad delivery, and reporting in conjunction with the Services. You can access Goodway's privacy policy at <https://goodwaygroup.com/privacy-policy/> or through the goodwaygroup.com home page.
- 1.3. You will ensure that any notices and consents required by the Rules for the provision of your Content to us for the performance of the Goodway Group Services have been provided and obtained, including, without limitation, any required opt-in consents for sensitive personal data or geo-location data. You will have an easily accessible privacy policy that contains the word "Privacy" (or equivalent terminology in the applicable jurisdiction) and which will be linked conspicuously from the applicable home page and other relevant pages of the applicable websites or within the applicable applications. The privacy policy must comply with the requirements of the Rules for notices to or consents from

individuals whose data is collected or provided to us, Our Affiliates, and other third parties as contemplated by these Terms. The privacy policy must contain: (a) a statement of the fact that data may be collected for interest-based advertising on the website; (b) a description of the types of data that are collected for interest-based advertising on the website; (c) an explanation of the purposes for which the data is collected by, or will be transferred to, non-affiliated third parties; (d) a description that the data collected (such as IP address) may be used by third party vendors to recognize users or try to resolve commonality of users (or households) across different websites, platforms, or devices, such as smartphones, computers, tables, or related browsers (for example, to infer that a common IP address seen across different devices represents a common user (or a related or similar user), and use that inference in tailoring ads); and (e) the ability for individuals to opt out of the use of their data for online behavioral advertising and include a link to the DAA opt-out program (currently available at <http://www.aboutads.info/choices/>) or the Network Advertising Initiative opt-out program (currently available at <http://www.networkadvertising.org/choices/>).

- 1.4. You will not (a) use the Goodway Group Services for the purposes of making decisions about an individual's eligibility for employment, health care, credit, or insurance, or for making decisions solely by automatic means where the decision has a significant effect on the individual, or in any way that does or can be used to discriminate against any person or promote bigotry, racism, or harm; (b) provide us or Our Affiliates any data that is classified as sensitive data in the DAA principles, as it may be revised from time to time; or (c) provide us or Our Affiliates any data collected from sites directed to children under the age of 13 or from individuals whose age you know to be under 13.

Addendum 2

Additional Terms and Conditions of Use – Podium Corporation, Inc.

IMPORTANT - READ CAREFULLY: These Additional Terms and Conditions of Use (these "Additional Terms") modify, supplement and amend the Universal Terms and Conditions of Use - BMW Digital Program (the "Master Terms") between Sanctus, LLC (doing business as Shift Digital) and you, the dealer subscribing to receive the services provided by Podium Corporation, Inc. ("Podium"). These Additional Terms and the Master Terms are collectively referred to herein as the "Agreement." "Services" as defined in the Master Terms shall include the services provided by Podium in accordance with these Additional Terms. Initially capitalized terms used in these Additional Terms not otherwise defined herein shall have the meanings as defined in the Master Terms.

IN ORDER TO ACCESS AND USE THE SERVICES PROVIDED BY PODIUM, DEALER MUST FIRST AGREE TO THESE ADDITIONAL TERMS BY CLICKING "I AGREE" BELOW. IF YOU DO NOT AGREE WITH THESE ADDITIONAL TERMS, DO NOT ACCESS, OR IN ANY WAY USE, THE SERVICES PROVIDED BY PODIUM AND IMMEDIATELY EXIT FROM THE SERVICES. IF YOU DO NOT AGREE TO ALL OF THESE ADDITIONAL TERMS, YOUR USE OF THE SERVICES PROVIDED BY PODIUM IS STRICTLY PROHIBITED.

In the event of any inconsistency between these Additional Terms and the Master Terms, these Additional Terms shall govern and control. In all other respects, the Master Terms are and shall remain in full force and effect.

You may not accept these Additional Terms if (a) you are not of legal age to form a binding contract with us, (b) you are not authorized to bind the company subscribing to receive the Services provided by Podium, or (c) the Dealer has not previously agreed to the Master Terms.

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

Shift Digital agrees to provide the Podium Services to you in accordance with the terms and conditions of the Agreement. The following terms and conditions shall apply to the Podium Services:

1. Data

- 1.1. Aggregate/Anonymous Data. You agree that Podium will have the right to generate Aggregate/Anonymous Data using data from the Podium Services including without limitation your use of the Podium Services. As used herein, "Aggregate/Anonymous Data means data that is aggregated (combined with other data) and de-identified (not attributable to you or any of your products or services). Podium shall have the right to use Aggregate/Anonymous Data for product improvement, industry reports, sales material, and similar business uses. Notwithstanding anything to the contrary herein, you agree that Aggregate/Anonymous Data shall be owned by Podium. Neither Shift Digital nor Podium will distribute Aggregate/Anonymous Data in a manner that personally identifies you or your customers, or that would otherwise violate applicable laws.
- 1.2. Monitoring. You understand and agree that Podium, and any third-party platform(s) you use or access in connection with the Podium Services, may monitor and analyze Content you submit (including but not limited to reviews, surveys, messages, chats, etc.) to improve the Website,

Services or third-party platform; to improve your experience using the Website, Services or third-party platform; to customize and communicate informational or product offerings and promotions to you; and/or to make the Website, Services, or third-party Platform more helpful or useful to you and other users.

- 1.3. Feedback. If you elect to provide any suggestions, comments, improvements, information, ideas or other feedback or related materials to Podium (collectively, "Feedback"), you hereby grant Podium a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute and exploit any such Feedback in any manner without any obligation, payment or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits Podium's right to independently use, develop, evaluate or market products, whether incorporating Feedback or otherwise.

2. User Obligations

- 2.1. Warranty. You warrant and represent that you will not use the Podium Services in a manner that violates the Federal Trade Commission's Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, the Gramm-Leach-Bliley Act of 1999, or any other applicable federal, state, or local law. You also represent and warrant that (a) you are authorized to provide Podium with any customer, client or authorized user information that you provide in connection with the Services, including without limitation any personally identifying information ("Customer Information"); (b) your delivery of Customer Information to Podium and Podium's possession and/or use of the Customer Information in connection with the Podium Service will not violate any applicable privacy policy or other agreement, law, or regulation; (c) any Content that you and/or your authorized representative(s) submit for publication on an online review or ratings website as a provider of goods or services will be true and accurate; (d) you and/or your authorized representative(s) will only use the Podium Services for interaction with bonafide customers whose most recent transaction with you or your business occurred less than ninety (90) days from the date Customer Information is provided to Podium. Additionally, if an integration is included in the Podium Service you, grant Podium the right to access the Customer Information through your systems, including without limitation your CRM system, either directly or through a third-party service, for the purposes of providing the Podium Service, and you warrant that you are not restricted by any applicable agreement, law or regulation from granting Podium such right. Podium will not be held liable for any consequences of false and/or inaccurate Content published to an online review or ratings website through the Podium Services.
- 2.2. Customer Consent. You agree to: (i) provide all required disclosures to your customers and obtain all required consents and/or authorizations from your customers prior to utilizing the Podium Service; and (ii) obtain all necessary rights, releases and consents to allow customer Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant Podium the rights herein.

3. General Legal Terms

- 3.1 These Additional Terms shall be governed by, and construed in accordance with, the law of the state under which the Master Terms are governed. No amendment to or modification of these Additional Terms will be binding unless in writing and signed by you and Shift Digital.

