

CONTENT LICENSE TERMS
Information Table

1. “Licensor”	The entity that acknowledges and accepts these Terms, electronically or otherwise.
2. “Licensee”	MAX Digital, LLC
3. “Effective Date”	The date Licensor acknowledges and accepts these Terms, electronically or otherwise.
4. “Initial Term”	1 year starting on the Effective Date.
5. “Extension Term”	These Terms automatically extend for successive 12-month “Extension Terms” unless either party provides a written non-extension notice at least 30 days before the end of the Agreement Term.
6. “Agreement Term”	The “Agreement Term” will be the Initial Term and all Extension Terms (if any) unless terminated earlier in accordance with these Terms.
7. “License Term”	The “License Term” will be perpetual and irrevocable.

These content license terms consist of the Information Table, the following terms and conditions, and any attachments (together the “**Terms**”).

WHEREAS, Licensee participates in a program with Google LLC (“**Google**”), under which Licensee provides Google with the inventory feed containing the inventory of all third party auto dealerships that have agreed to make its inventory data available; and

WHEREAS, Licensor agrees that Licensee may make Licensor’s inventory data available to Google.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements set forth herein, the Licensor and Licensee, intending to be legally bound, agree as follows:

1 Definitions

1.1 In these Terms:

- (a) “**CCPA**” means, as applicable: (i) the California Consumer Privacy Act of 2018, California Civil Code 1798.100 et seq. (2018), as amended; and (ii) any other applicable data protection laws modelled on the CCPA.

- (b) “**Confidential Information**” means information that one party (or an affiliate) discloses to the other party under these Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. For clarity, Licensed Content is not Confidential Information.
- (c) “**GDPR**” means, as applicable: (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended; (ii) the UK’s General Data Protection Regulation (as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force); and (iii) any other applicable data protection laws modelled on the GDPR.
- (d) “**including**” means “including but not limited to.”
- (e) “**Licensed Content**” means: (a) all content made available by Licensor to Licensee under these Terms (including by using the delivery method in Attachment A); and (b) any Updates.
- (f) “**Personal Data**” has the meaning given to it in the GDPR.
- (g) “**Personal Information**” has the meaning given to it in the CCPA.
- (h) “**Update(s)**” means Licensor’s updates, refreshes, corrections, or modifications to Licensed Content.
- (i) “**Google Users**” means users of Google products and services, including users of Google APIs.

1.2 All terms in quotation marks in the Information Table are defined terms. Any examples in these Terms are illustrative and not the sole examples of a particular concept.

2 License

2.1 Grant. During the License Term, Licensor grants to Licensee a non-exclusive, worldwide, sublicensable (under Section 2.2 (Sublicensing)) license to reproduce, create derivative works based on, distribute, publicly display, publicly perform, and otherwise use the Licensed Content in connection with Licensee’s business purposes, including in connection with any program or activity with Google

2.2 Sublicensing. Licensee may sublicense the rights granted under these Terms to:

- (a) its affiliates (but only if (i) Licensee ensures that its affiliates are subject to the same obligations as Licensee, and (ii) Licensee is liable for its affiliates’ breach of those obligations);

- (b) Google, Google's affiliates and Google Users (to the extent necessary to permit them to use Google products and services).

2.3 Retention of Rights. As between the parties:

- (a) Licenser retains all rights in Licensed Content; and
- (b) Licensee retains all rights in (i) Licensee products and services; and (ii) Licensee-created content.

2.4 No Other Restrictions. Nothing in these Terms:

- (a) requires Licensee to use any Licensed Content in Licensee's business, products or services, or to provide Licensed Content to Google;
- (b) restricts Licensee from using content it obtains elsewhere; or
- (c) restricts Licensee from exercising any rights it has at law (including under the U.S. Copyright Act).

2.5 Fees. No fees or other payments apply to Licensed Content.

3 Representations and Warranties

3.1 By Licenser. Licenser represents and warrants that:

- (a) it has full power and authority to acknowledge and agrees with these Terms;
- (b) it has and will retain all necessary rights to grant the licenses under these Terms and deliver Licensed Content to Licensee; and
- (c) at time of delivery:
 - (i) Licensed Content will comply with Attachment A (Licensed Content Specifications);
 - (ii) Licensed Content will comply with applicable law;
 - (iii) the freshness, quality, and coverage of Licensed Content will be as good as equivalent content that Licenser makes available to third parties;
 - (iv) Licensed Content will not contain any third party's Personal Data or Personal Information; and
- (d) it has used and will continue to use reasonable care and skill in creating or collecting the Licensed Content.

3.2 Disclaimers. The parties' only representations and warranties under these Terms are expressly stated in this Section 3 (Representations and Warranties). Subject to Section 5.3

(Unlimited Liabilities), the parties disclaim all other representations and warranties (express or implied), including any warranties of merchantability and fitness for a particular purpose.

4 Indemnities

- 4.1 Obligations. Licensor will defend and indemnify Licensee and Licensee's affiliates, directors, officers, employees, contractors, other agents, and sublicensees (including Google, Google's affiliates, and Google Users) against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including regulatory proceedings) to the extent claiming that use of Licensed Content infringes, misappropriates, or otherwise violates third party intellectual property or other rights.
- 4.2 Exclusions. Section 4.1 (Obligations) will not apply to the extent the underlying allegation arises from Licensee's breach of these Terms or from modifications or combinations to Licensed Content that were not provided or authorized by Licensor.

5 Liability

- 5.1 Definition. In this Section 5 (Liability), "Liability" means any liability, whether under contract, tort (including negligence), or otherwise and whether or not foreseeable or contemplated by the parties.
- 5.2 Limited Liabilities. Subject to Section 5.3 (Unlimited Liabilities):
- (a) neither party will have any Liability arising out of or relating to these Terms or the Licensed Content for:
 - (i) lost revenues, profits, savings, or goodwill;
 - (ii) indirect or consequential losses;
 - (iii) special or incidental losses; or
 - (iv) punitive damages;
 - (b) Licensee will not have any Liability arising out of or relating to these Terms or the Licensed Content for any act or omission of Google, its affiliates, or Google Users (including their use or other exploitation of the Licensed Content); and
 - (c) each party's total aggregate Liability arising out of or relating to these Terms or the Licensed Content is limited to US \$250.
- 5.3 Unlimited Liabilities. Nothing in these Terms excludes or limits either party's Liability for:

- (a) death or personal injury resulting from its negligence or the negligence of its employees, contractors, or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of Section 3.1(c)(iv) (Personal Data);
- (d) its obligations under Section 4 (Indemnities);
- (e) breach of Section 6.1 (Confidentiality); or
- (f) matters for which liability cannot be excluded or limited under applicable law.

6 Confidentiality; Publicity

- 6.1 Confidentiality. The recipient will not disclose the other party's Confidential Information, except to employees, affiliates, agents, or professional advisors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfil obligations under these Terms while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the other party, if permitted by law.
- 6.2 Publicity. Neither party may make any public statement regarding these Terms without the other's prior written approval.

7 Term and Termination

- 7.1 Agreement Term. These Terms will be effective starting on the Effective Date and continue for the Agreement Term unless terminated earlier under Section 7.2 (Termination).
- 7.2 Termination. Either party may terminate these Terms immediately on written notice if the other party:
- (a) is in material breach of these Terms and fails to cure that breach within 30 days after receiving the other party's written notice identifying the breach; or
 - (b) is unable to meet its obligations under these Terms for more than 30 days due to force majeure.
- 7.3 Effects of Termination. On expiration or termination of these Terms for any reason (contractual or otherwise):
- (a) if applicable, Licensor will cease providing Licensee with Updates;
 - (b) if the License Term is longer than the Agreement Term, then the license granted in Section 2.1 (Grant) will survive for the License Term; and

- (c) Sections 3 (Representations and Warranties) through 8 (General) of these Terms (and any other sections that under their terms or by implication ought to survive) will survive.

8 General

- 8.1 Notices. All notices of termination or breach must be in writing and addressed to the other party's Legal Department. All other notices must be in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- 8.2 Affiliates, Consultants, and Contractors. Licensee may use its affiliates, consultants, and contractors to exercise its rights and fulfill its obligations under these Terms, but only if those parties are subject to the same obligations as Licensee. Licensee is liable for those parties' acts and omissions.
- 8.3 Assignment. Neither party may assign any part of these Terms without the written consent of the other, except Licensee may assign these Terms to (a) an affiliate or (b) a successor in interest, or to any other third party, in connection with a merger, sale of all or substantially all of Licensee's assets to which these Terms relate, a stock sale of Licensee, a change of control of Licensee, or other form of corporate transaction. Any other attempt to assign is void.
- 8.4 Change of Control. If Licensor experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) Licensor will give written notice to Licensee within 30 days after the change of control; and (b) Licensee may immediately terminate these Terms any time between the change of control and 30 days after it receives that written notice.
- 8.5 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 8.6 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.
- 8.7 No Agency. These Terms does not create any agency, partnership, or joint venture between the parties.
- 8.8 No Third-Party Beneficiaries. These Terms does not confer any benefits on any third party unless it expressly states that it does.
- 8.9 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending these Terms.
- 8.10 Entire Agreement. These Terms state all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter.

- 8.11 Severability. If any term (or part of a term) in these Terms is invalid, illegal or unenforceable, the rest of these Terms will remain in effect.
- 8.12 Conflicting Languages. If these Terms are translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.
- 8.13 Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR ANY RELATED LICENSEE PRODUCTS OR SERVICES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

Attachment A

Licensed Content Specifications

1. Licensed Content Delivery.

Licensor will deliver Licensed Content in accordance with Licensee's technical specifications and specified delivery method(s), including: Feed files in a format specified by Licensee, using Licensee's SFTP drop-box, or as otherwise specified by Licensee.

2. Licensed Content Description.

As of the Effective Date, Licensed Content includes:

An inventory feed containing the inventory of Licensor. Information contained in the inventory feed includes but is not limited to:

- Dealer information and contact
- VIN
- Condition
- Make
- Model
- Year
- Body
- Trim
- Mileage
- Description (including features and options)
- Interior/exterior color
- Price
- Vehicle image(s)
- Landing page for vehicle (VDP)