

AUTOZ NETWORK LLC MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") establishes the general terms and conditions applicable to any Work Order that expressly incorporates it. These terms govern the provision and use of all services (the "Services") provided by Autoz Network LLC ("Autoz Network") to its clients ("Client" or "User"). The purpose of this Agreement is to create a clear and mutual understanding of the rights, responsibilities, and obligations of both parties for the delivery and use of Autoz Network's Services.

In addition to the terms outlined herein, specific Autoz Network Products or Services referenced in a Work Order may be governed by supplementary terms and conditions ("Additional Product Terms"), accessible at <https://www.autoznetwork.com/terms>. Work Orders may also include or reference attachments ("Attachments") that supplement or further define the terms of this Agreement.

The Services include, but are not limited to, communication platforms, software integrations, support tools, data management services, and other related functionalities as outlined in applicable Work Orders or supplemental agreements. This Agreement serves as the overarching framework for all Services provided by Autoz Network, with supplemental terms and conditions incorporated by reference to address specific Services.

In the event of any conflict between this Agreement and supplemental terms specific to individual Services, the supplemental terms shall prevail with respect to those Services. This Agreement remains in full force and effect for all general provisions, ensuring alignment across all Autoz Network offerings. By accessing or using the Services, Client agrees to comply with and be bound by this Agreement and any incorporated supplemental terms and/or Attachments.

1. **DEFINITIONS.** The following terms, as used in this Master Service Agreement, any Additional Product Terms, or Attachments, are defined as follows:

- 1.1 **Activation Date:** The date specified in the applicable Work Order as the beginning of the Subscription Term. If not specified, this defaults to the earlier of:
 - (a) The date Autoz Network enables the Client to access the Product, or
 - (b) sixty (60) calendar days from the execution of the Work Order.
- 1.2 **Additional Product Terms:** Supplementary terms and conditions that apply to specific Autoz Network Products or Services, as referenced in the preamble.
- 1.3 **Affiliate:** Any entity directly or indirectly controlling, controlled by, or under common control with Autoz Network LLC or the Client. Control means having the authority to direct management or policies through ownership, contracts, or other mechanisms.
- 1.4 **Analytics Data:** Any data generated through the Client's use of Autoz Network Products that does not include Client Data or OEM Data. This includes, but is not limited to, performance logs, usage statistics, referral data, search terms, pixel activity, cookies, and other web analytics.
- 1.5 **Attachments:** Documents referenced in the Work Order that provide additional details or terms governing the use of Products or Services.
- 1.6 **Authorized Client Location:** The physical location of the Client as specified in the applicable Work Order.

- 1.7 **Authorized Users:** Personnel authorized by the Client to access Autoz Network Products using credentials issued in accordance with this Agreement or any Additional Product Terms.
- 1.8 **Confidential Information:** Information disclosed by one Party to the other that is designated as confidential or should reasonably be understood as such based on its nature or the circumstances of disclosure. Confidential Information includes, but is not limited to, details of Autoz Network Products, pricing, business operations, and Client Data. It excludes information that:
- (a) becomes publicly available through no fault of the receiving Party,
 - (b) is lawfully known to the receiving Party prior to disclosure,
 - (c) is independently developed by the receiving Party, or
 - (d) is lawfully obtained from a third party without obligation of confidentiality.
- 1.9 **Consumer Information:** Information classified as “personal information” or its equivalent under applicable Privacy Laws.
- 1.10 **Control:** The ability to direct the management or policies of an entity, whether through ownership of voting securities, contractual rights, or other means.
- 1.11 **Autoz Network:** The entity affiliated with Autoz Network LLC that is named as a Party in the applicable Work Order.
- 1.12 **Autoz Network Mark:** Any trademarks, logos, or service marks owned by Autoz Network LLC or its Affiliates.
- 1.13 **Autoz Network Product:** Software or services provided by Autoz Network as described in the Work Order. This includes third-party integrations if referenced in the governing terms.
- 1.14 **Credentials:** Login credentials, such as usernames and passwords, required for accessing Autoz Network Products.
- 1.15 **Client:** The Autoz Network customer identified in the applicable Work Order.
- 1.16 **Client Data:** Any data provided by the Client or its systems, including information stored in Client Instances or received from third-party licensors, excluding Analytics Data and OEM Data.
- 1.17 **Client DMS Data:** A subset of Client Data accessed via integration with the Client’s dealer management system (DMS).
- 1.18 **Client Instance:** The specific data storage environment allocated by Autoz Network for the Client’s use of a Product.
- 1.19 **Client Mark:** Trademarks, logos, or service marks owned by the Client.
- 1.20 **Client Representative:** Any individual authorized by the Client to act on its behalf, including Authorized Users. Their actions and omissions are considered those of the Client.
- 1.21 **Client Resources:** Systems, materials, or content provided or integrated by the Client in connection with an Autoz Network Product.
- 1.22 **Data Access Addendum:** The document governing access to Client data, as referenced in the Work Order.

- 1.23 **Disclosing Party:** The Party providing Confidential Information.
- 1.24 **DMS:** A dealer management system used by the Client to manage business operations.
- 1.25 **Email Notice:** Notices sent via email as specified in the Work Order or governing terms.
- 1.26 **Feedback:** Suggestions or recommendations made by the Client or its Representatives regarding Autoz Network Products.
- 1.27 **Fees:** Charges payable by the Client for Products or Services, including subscription and other applicable fees.
- 1.28 **Including:** The term “including” shall mean “including, without limitation.”
- 1.29 **Laws:** All applicable legal statutes, rules, and regulations.
- 1.30 **Legal Notice:** Formal written notices sent to the addresses specified in the Work Order.
- 1.31 **Malicious Code:** Any harmful code, such as viruses or Trojan horses, that could disrupt or compromise systems.
- 1.32 **Master Service Agreement:** This governing document, as defined in the preamble.
- 1.33 **Mobile Application:** A mobile or tablet application provided by Autoz Network.
- 1.34 **Modifications:** Updates, changes, or enhancements to Autoz Network Products.
- 1.35 **OEM:** An original equipment manufacturer of motor vehicles.
- 1.36 **OEM Data:** Data provided by an OEM to Autoz Network or the Client, including data stored in DMS systems.
- 1.37 **Party:** Either Autoz Network or the Client, as referenced in this Agreement.
- 1.38 **Personnel:** Employees, contractors, or agents of a Party.
- 1.39 **Privacy Laws:** Applicable laws regulating data privacy and security.
- 1.40 **Receiving Party:** The Party receiving Confidential Information.
- 1.41 **Subscription:** The Client’s right to access and use Autoz Network Products during the Subscription Term.
- 1.42 **Subscription Fees:** Recurring fees associated with a Subscription.
- 1.43 **Subscription Term:** The duration of the Client’s Subscription as specified in the Work Order.
- 1.44 **Third Party:** An entity or individual that is not a Party to this Agreement.
- 1.45 **Third Party Interface:** Software used to integrate Autoz Network Products with external systems.
- 1.46 **Third Party Licensor:** A third-party entity providing licensed materials for use with Autoz Network Products.
- 1.47 **Third Party Materials:** Data, content, or software from third-party licensors made available through Autoz Network Products.
- 1.48 **Third Party Terms and Conditions:** Terms governing the use of third-party materials.

- 1.49 **Work Order:** The document outlining the Client's subscription to Autoz Network Products or Services.

2. SUBSCRIPTION

- 2.1 **Subscription Term.** The subscription term for any Autoz Network Product begins on the Activation Date specified in the applicable Work Order. If no Activation Date is provided, the Subscription Term starts on the earlier of:
- (a) the date Autoz Network grants the Client access to the Product, or
 - (b) sixty (60) calendar days from the Client's execution of the Work Order.
- Unless explicitly stated otherwise in the Work Order, the Subscription Term automatically renews for successive terms of equal length to the initial term, unless canceled or terminated by either Party in accordance with Section 3.
- 2.2 **Access to Autoz Network Products.** During the Subscription Term, Autoz Network will make the applicable Autoz Network Product available through a website or URL for Client and its Authorized Users' access and use. Except as otherwise expressly provided in the applicable Work Order, any Additional Product Terms and/or any applicable Attachments, Client will be solely responsible for any software, hardware, connection, and other equipment, along with technical specifications which Autoz Network may update from time to time, in each case as necessary for Client and its Authorized Users to access and use any Autoz Network Product.
- 2.3 **Authorized Users.** Autoz Network will provide administrative login credentials to the Client, allowing designated administrative users to create additional user accounts. The Client is responsible for managing and maintaining the confidentiality of all credentials and must promptly notify Autoz Network of any unauthorized access or misuse. The Client assumes liability for all actions taken under any issued credentials.
- 2.4 **Authorized Client Locations and Multiple DMS Instances.** Subscriptions are provided on a per-location basis, as defined in the Work Order. Each location must have its own Subscription. If the Client operates multiple DMS instances at an Authorized Location and integration is required, separate Subscriptions are necessary for each instance.
- 2.5 **Modifications.** Autoz Network reserves the right to update or modify its Products during the Subscription Term, provided such changes do not materially diminish the functionality of the Product. Any modifications will be generally applied to all clients using the same Product unless otherwise agreed in writing.
- 2.6 **Third-Party Materials Made Available by Autoz Network.** Some Autoz Network Products may include or integrate with materials provided by third parties. Such materials are subject to the terms and conditions of their respective providers. Autoz Network does not assume responsibility for their accuracy, functionality, or availability. If Autoz Network discontinues a third-party integration, it may adjust associated Fees accordingly, but the Client's Subscription to the Product will remain valid.

- 2.7 **Integration with Client Resources.** If integration with the Client's systems or resources is required, the Client authorizes Autoz Network and its affiliates to access those resources to enable the integration. This may include the installation of hardware or software connectors, as necessary.
- 2.8 **Mobile Applications.** Autoz Network Products may be accessible via mobile or tablet applications. The Client acknowledges that these applications may be subject to periodic updates, including automatic updates, to ensure functionality and security. By using such applications, the Client consents to these updates.

3. **USE RESTRICTIONS**

- 3.1 **Permitted Use.** The Client and its Authorized Users are granted access to Autoz Network Products solely for managing and operating the Client's business at the Authorized Client Locations. All use must comply with the terms of this Agreement, any Additional Product Terms, and applicable laws.

3.2 **Prohibited Actions**

- (a) Use or access Autoz Network Products or third-party materials in any manner not explicitly permitted under the Work Order, this Agreement, Additional Product Terms, or Attachments.
- (b) Sell, rent, lease, license, sublicense, transfer, distribute, or otherwise make Autoz Network Products available to unauthorized third parties, or use the Products for outsourcing, service bureau operations, or similar purposes.
- (c) Modify, reproduce, reverse-engineer, decompile, disassemble, or create derivative works of any Autoz Network Product or third-party materials.
- (d) Violate any intellectual property rights, privacy rights, or other rights of Autoz Network, its Affiliates, or third parties.
- (e) Attempt to gain unauthorized access to Autoz Network systems, disrupt the integrity or performance of any Product, or interfere with other clients' use.
- (f) Use Autoz Network Products with unapproved third-party services or applications.
- (g) Frame or otherwise enclose Autoz Network Products within another interface without prior written consent.
- (h) Upload, store, or transmit malicious code, viruses, or unlawful content within or through Autoz Network Products.
- (i) Use Autoz Network Products to harvest, collect, or process Consumer Information without proper consent or legal authorization.
- (j) Misrepresent or make unauthorized warranties regarding the performance or functionality of Autoz Network Products.

- 3.3 **Restrictions on Data Use.** The Client may only export or use data from Autoz Network Products in the ordinary course of its business operations. Such data may not be sold, licensed, or distributed to third parties independently of the Client's business. Automated data collection, such as scraping or mining, is strictly prohibited without prior authorization.

- 3.4 **Consumer Information and Privacy.** The Client must not process Consumer Information through Autoz Network Products in a manner inconsistent with applicable Privacy Laws or the intended use of the Products. Autoz Network Products may not be used to collect Consumer Information without the informed consent of the individual.
- 3.5 **Credential Security.** The Client is responsible for ensuring that credentials issued for accessing Autoz Network Products are not shared, disclosed, or misused. Unauthorized disclosure or use may result in immediate suspension or termination of access.
- 3.6 **Compliance and Monitoring.** Autoz Network reserves the right to monitor the Client's use of its Products to ensure compliance with these terms. Any identified violations may result in suspension, termination, or additional legal actions.

4. **FEES AND PAYMENTS**

- 4.1 **Fees.** The Client agrees to pay all Fees as outlined in the applicable Work Order, including Subscription Fees and any additional charges. Unless explicitly stated otherwise in the Work Order, all Fees are, Non-refundable, and payable in United States Dollars.
- 4.2 **Invoicing and Payment.** Fees will be invoiced as specified in the Work Order. The Client is responsible for ensuring timely and accurate payment of all invoices. For Products that permit payment via automated clearing house (ACH), the Client authorizes Autoz Network to deduct applicable Fees directly from its bank account at the time charges are incurred. Payments not made by the due date (Late Payments) will incur interest at the lesser of, 1.5% per month, or the maximum rate allowed by applicable law. The Client will be responsible for all costs, including reasonable attorneys' fees and collection agency charges, incurred by Autoz Network in recovering overdue payments.
- 4.3 **Payment Disputes.** In the event of a dispute regarding any invoice, the Client must notify Autoz Network in writing within sixty (60) days of the invoice date. The notice must include a detailed explanation of the basis for the dispute. All undisputed amounts must be paid on time.
- 4.4 **Taxes.** The Client is solely responsible for any taxes, levies, or similar governmental assessments, except for taxes on Autoz Network's net income or property. If Autoz Network is required to collect taxes on the Client's behalf, such taxes will be added to the invoice and paid by the Client unless a valid tax exemption certificate is provided.
- 4.5 **Fee Adjustments and Increases.** Autoz Network reserves the right to adjust Fees for any Product once per calendar year by providing at least forty-five (45) days' notice via Email Notice. Additional fees may apply for conversions, migrations, or new integrations requested by the Client during the Subscription Term. Such charges will be invoiced separately and are payable as specified in the invoice.
- 4.6 **Integration Surcharges.** The Client is responsible for any surcharges associated with integrating third-party materials or systems into Autoz Network Products. Autoz Network reserves the right to adjust integration surcharges by providing reasonable advance notice. If integration fees are not paid on time, Autoz Network may suspend the integration and charge a reactivation fee.

5. **CANCELLATION, TERMINATION, AND SUSPENSION**

- 5.1 **Subscription Cancellation.** Either Party may cancel a Subscription by providing written notice (including Email Notice) at least thirty (30) days before the end of the current Subscription Term. Cancellation will take effect at the end of the Subscription Term. For month-to-month Subscriptions, if notice is given mid-month, cancellation will occur at the end of the following month. If no Subscriptions remain active under a Work Order following cancellation, the Work Order will terminate on the effective date of the final cancellation. If one or more Subscriptions under the Work Order remain active, Autoz Network reserves the right to adjust Fees for the remaining Subscriptions to reflect the reduced scope of service. Autoz Network may immediately terminate a Work Order related to a Product it ceases to offer to all clients. In such cases, other unaffected Subscriptions within the Work Order will remain active, unless otherwise terminated.
- 5.2 **Termination for Cause or Insolvency.** Either Party may terminate a Work Order, including all associated Subscriptions, if the other Party commits a material breach of the Agreement and fails to remedy it within fifteen (15) days of receiving a written notice of default. Termination may also occur immediately if a Party becomes subject to bankruptcy, insolvency proceedings, or any equivalent legal process, unless such proceedings are dismissed within sixty (60) days. Autoz Network may terminate the Work Order immediately if the Client defaults on its obligations under any agreement with Autoz Network or its Affiliates, granting Autoz Network the right to terminate based on the default. Upon termination for cause, all associated Subscriptions will automatically cancel.
- 5.3 **Effect of Cancellation or Termination.** Upon any cancellation or termination of a Subscription or Work Order the Subscription Term will end, and the Client's access to Autoz Network Products will cease immediately. All unpaid Fees become due and payable immediately. If applicable, the Client may access its data stored in the Product for up to forty-five (45) days after the cancellation date, provided all outstanding Fees have been paid.
- 5.4 **Early Termination by Client.** In the event of termination initiated by the Client within the first 30 days following their launch date, prior to the end of their Subscription Term (Early Termination) the following terms shall apply. The Client must provide Autoz Network with written notice of termination at least thirty (30) days prior to the requested termination date. Upon Early Termination the client is obligated to pay the prorated amount for the duration the service was active, plus the prorated amount for the following month due to the 30-day notice requirement, in addition to an early termination fee equivalent to two (2) months of Subscription Fees, which shall serve as liquidated damages to compensate for the administrative costs and other losses incurred by Autoz Network due to early termination; and reimburse Autoz Network for any non-recurring costs incurred, including but not limited to setup, onboarding, custom integrations, or third-party services, regardless of whether such costs were initially discounted or waived.
- (a) **Non-Refundable Fees.** All Fees paid to Autoz Network prior to the effective termination date are non-refundable, including but not limited to Subscription Fees, setup fees, and one-time charges.

- (b) **Post-Termination Access to Data.** Upon termination, the Client will have a grace period of up to forty-five (45) days to access and export Client Data stored within Autoz Network Products, provided all outstanding Fees have been paid. After this period, Autoz Network reserves the right to delete all Client Data unless otherwise required by law or agreed in writing.
 - (c) **No Waiver of Obligations.** The Client's termination of this Agreement does not waive its obligations to pay any Fees accrued up to the effective termination date or any early termination fees as outlined in this section.
- 5.5 **Early Termination by Autoz Network.** Autoz Network reserves the right to terminate the Agreement or any Work Order prior to the end of the Subscription Term under the following conditions. The Client breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice; the Client becomes insolvent, files for bankruptcy, or is otherwise unable to meet its financial obligations. In the event of termination for cause, Autoz Network will not refund any prepaid Fees. All outstanding amounts, including early termination fees and other applicable charges, shall become immediately due and payable.
- 5.6 **Mutual Agreement for Termination.** Should both Parties mutually agree to terminate this Agreement prior to the expiration of the Subscription Term the Parties shall negotiate in good faith the terms of termination, including any applicable prorated fees, costs, or penalties. Such an agreement must be documented in writing and signed by authorized representatives of both Parties.

6. **PROPRIETARY RIGHTS AND LICENSES**

- 6.1 **Autoz Network Products and Third-Party Materials.** Except for the limited rights explicitly granted to the Client under this Agreement, all rights, title, and interest in Autoz Network Products, third-party materials, and associated intellectual property remain exclusively with Autoz Network, its Affiliates, or third-party licensors. Nothing in this Agreement transfers ownership or grants additional rights to the Client beyond those expressly stated. Autoz Network reserves all rights not explicitly granted herein.
- 6.2 **Client Data.** The Client retains ownership of all rights, title, and interest in its data, including any data stored in or transmitted to Autoz Network Products. By using Autoz Network Products, the Client grants Autoz Network and its Affiliates a non-exclusive, royalty-free license to access, store, process, and use Client Data solely to provide and improve the Products and Services. Upon request, Autoz Network may transmit Client Data to a third party, provided such transmission complies with applicable law and the terms of this Agreement.
- 6.3 **Aggregated and Anonymized Data and Client Feedback.** Autoz Network reserves the right to use aggregated and anonymized data derived from Client Data for its business purposes, including improving Products and Services, conducting analytics, and developing new offerings. Such use will not identify the Client or associate the Client with the data.
- 6.4 **Marks.** The Client may not use Autoz Network's trademarks, logos, or other proprietary marks without prior written consent. Autoz Network may use the Client's

trademarks and logos to the extent necessary for providing Products and Services or as otherwise agreed in writing. All intellectual property rights in both Autoz Network Marks and Client Marks remain with their respective owners.

- 6.5 **Modifications and Enhancements.** Any modifications, updates, or enhancements to Autoz Network Products, whether developed at the Client's request or independently, are owned exclusively by Autoz Network. To the extent any intellectual property rights in such modifications or enhancements could be construed as belonging to the Client, the Client assigns all such rights to Autoz Network.
- 6.6 **Third-Party Materials.** Autoz Network Products may include or integrate with materials provided by third parties. Use of these materials is subject to the terms and conditions of the respective licensors. Autoz Network does not own or provide warranties for third-party materials and is not responsible for their performance or availability.

7. CONFIDENTIALITY

- 7.1 **Definition of Confidential Information.** "Confidential Information" refers to all non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or should reasonably be understood to be confidential given the nature of the information or circumstances of disclosure. This includes, but is not limited to, business strategies, financial data, product details, pricing, trade secrets, Client Data, and the terms of this Agreement. Confidential Information does not include information that:
- (a) Is or becomes publicly available without breach of this Agreement;
 - (b) Was lawfully known to the Receiving Party prior to disclosure;
 - (c) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
 - (d) Is obtained lawfully from a third party without confidentiality obligations.
- 7.2 **Obligations of Confidentiality.** The Receiving Party agrees to use the Confidential Information solely for purposes of fulfilling its obligations under this Agreement and to protect the Confidential Information with the same degree of care it uses to protect its own confidential information, but not less than a reasonable standard of care; and limit disclosure to employees, contractors, or agents who need to know the information for the purposes of this Agreement and are bound by confidentiality obligations at least as stringent as those herein. The Receiving Party will promptly notify the Disclosing Party if it becomes aware of any unauthorized access, use, or disclosure of Confidential Information.
- 7.3 **Compelled Disclosure.** If the Receiving Party is required by law, regulation, or legal process to disclose Confidential Information, it must provide the Disclosing Party with prior written notice (to the extent legally permissible) to allow the Disclosing Party to seek a protective order or other remedy; and limit disclosure to the extent required and cooperate with the Disclosing Party in protecting the confidentiality of the information.

- 7.4 **Return or Destruction of Confidential Information.** Upon termination or expiration of this Agreement, or upon the Disclosing Party's request, the Receiving Party must promptly return all Confidential Information; or destroy all Confidential Information and certify such destruction in writing, unless retention is required by law or regulatory obligations.
- 7.5 **Remedies.** The Parties acknowledge that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages may be insufficient. The Disclosing Party is entitled to seek injunctive relief or other equitable remedies in addition to any legal remedies available.
- 7.6 **Survival of Obligations.** The obligations of confidentiality under this Section 7 will survive the termination or expiration of this Agreement for a period of two (2) years, unless otherwise specified by applicable law.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 **Mutual Representations and Warranties.** Each Party represents and warrants that it has full legal authority to enter into this Agreement and perform its obligations under the terms outlined herein; the execution and performance of this Agreement do not and will not violate any applicable laws or regulations; and it has obtained all necessary approvals, licenses, and consents to fulfill its obligations under this Agreement.
- 8.2 **Autoz Network Representations and Warranties.** Autoz Network represents and warrants that the Products will materially conform to the descriptions and specifications outlined in the applicable Work Order; it has the necessary rights, licenses, and permissions to provide the Products and Services to the Client; the Products will be provided using reasonable care, skill, and diligence consistent with industry standards; and the Products do not knowingly infringe on the intellectual property rights of any third party.
- 8.3 **Client Representations and Warranties.** The Client represents and warrants that it has obtained all necessary rights and permissions to provide any data, materials, or systems required for Autoz Network to perform under this Agreement; its use of the Products will comply with applicable laws, including Privacy Laws, and any applicable third-party terms; and it will not use the Products in a manner that infringes on the rights of any third party, including intellectual property or privacy rights.
- 8.4 **Disclaimers of Warranties.** Except as expressly provided in this Agreement Autoz Network makes no additional representations or warranties, express or implied, regarding the Products, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement; and Autoz Network does not warrant that the Products will operate without interruption, be error-free, or meet all the Client's specific requirements.
- 8.5 **Third-Party Materials.** Autoz Network makes no representations or warranties regarding third-party materials integrated into the Products. The Client's use of such materials is subject to the terms and conditions of the respective third-party providers.
- 8.6 **Exclusive Remedy.** The warranties set forth in this Section are the sole and exclusive warranties provided by either Party under this Agreement. The Client's exclusive

remedy for any breach of warranty is as set forth in Section 10 (Limitation of Liability).

9. INDEMNIFICATION

- 9.1 **Client Indemnification Obligations.** The Client agrees to indemnify, defend, and hold harmless Autoz Network, its Affiliates, and their respective officers, directors, employees, agents, and contractors from any claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to the Client's breach of this Agreement or applicable laws; the Client's use of Autoz Network Products or Services in a manner not permitted under this Agreement; any Client-provided data or materials that infringe the intellectual property, privacy, or other rights of a third party; or the Client's unauthorized disclosure or misuse of Confidential Information.
- 9.2 **Autoz Network Indemnification Obligations.** Autoz Network agrees to indemnify, defend, and hold harmless the Client, its Affiliates, and their respective officers, directors, employees, agents, and contractors from any claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to Autoz Network's breach of this Agreement or applicable laws; claims that Autoz Network Products, when used as authorized under this Agreement, infringe the intellectual property rights of a third party; or Autoz Network's unauthorized disclosure or misuse of the Client's Confidential Information.
- 9.3 **Exclusions from Indemnification.** Indemnification obligations under this Section do not apply to claims arising from the indemnified Party's gross negligence, willful misconduct, or breach of this Agreement; the use of a Product in combination with unauthorized third-party materials or systems; or Modifications to a Product not made or authorized by Autoz Network.
- 9.4 **Indemnification Procedure.** To seek indemnification, the Party seeking indemnity (the "Indemnified Party") must provide prompt written notice to the indemnifying Party (the "Indemnifying Party") of the claim, though failure to provide timely notice will not waive rights unless it prejudices the defense; allow the Indemnifying Party to assume control of the defense and settlement of the claim, provided that no settlement may impose obligations or liabilities on the Indemnified Party without its prior written consent; and cooperate fully in the defense of the claim, at the Indemnifying Party's expense.

10. LIMITATIONS OF LIABILITY AND DISCLAIMERS

- 10.1 **LIABILITY LIMITATIONS.** NEITHER PARTY (INCLUDING, IN THE CASE OF AUTOZ NETWORK, ITS AFFILIATES, AND ITS THIRD PARTIES, INCLUDING ALL THIRD PARTY LICENSORS) WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, MULTIPLE, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THE APPLICABLE WORK ORDER OR THE USE OF ANY AUTOZ NETWORK PRODUCT, EVEN IF SUCH PARTY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, THE AGGREGATE LIABILITY UNDER EACH WORK ORDER OF AUTOZ NETWORK, ITS AFFILIATES AND ITS THIRD PARTIES (INCLUDING ALL THIRD PARTY LICENSORS), ON THE ONE HAND, AND CLIENT AND CLIENT REPRESENTATIVES, ON THE OTHER HAND, WILL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT PAID BY CLIENT TO AUTOZ NETWORK FOR THE AFFECTED AUTOZ NETWORK PRODUCT UNDER THE APPLICABLE WORK ORDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, (B) DAMAGES AND LOSSES RESULTING FROM CLIENT'S BREACH OF THE RESTRICTIONS IN SECTION 3, OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, INCLUDING WITH RESPECT TO A PARTY'S BREACH OF SECTION 7 (CONFIDENTIAL INFORMATION) OR APPLICABLE PRIVACY LAWS.

- 10.2 **DISCLAIMERS.** CLIENT IS SOLELY RESPONSIBLE FOR THE ACCURACY AND CONTENT OF ANY CLIENT DATA. THE AUTOZ NETWORK PRODUCTS ARE INTENDED ONLY TO FACILITATE THE MANAGEMENT AND OPERATION OF CERTAIN ASPECTS OF CLIENT'S BUSINESS AT THE AUTHORIZED CLIENT LOCATION(S). EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, NEITHER AUTOZ NETWORK NOR ANY OF ITS AFFILIATES (NOR ANY THIRD-PARTY LICENSORS) MAKE ANY REPRESENTATION OR WARRANTY TO CLIENT OR ANY OTHER PERSON WITH RESPECT TO ANY AUTOZ NETWORK PRODUCT (OR ANY THIRD PARTY MATERIALS OR THIRD PARTY INTERFACES), EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF SUITABILITY, LEGALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE OR NATURE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AUTOZ NETWORK MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT: (A) THAT THE AUTOZ NETWORK PRODUCTS WILL OPERATE ERROR-FREE, WITHOUT INTERRUPTION OR IN ACCORDANCE WITH ANY SPECIFICATIONS; (B) THAT THE AUTOZ NETWORK PRODUCTS ARE SUITABLE FOR ANY SPECIFIC PURPOSE, INCLUDING ANY ADVICE REGARDING THE VALUE, COSTS, PROFIT TARGETS, QUALITY OR SUITABILITY OF ANY PARTICULAR TRANSACTION, SALES STRATEGY OR OTHER BUSINESS PRACTICE; OR (C) AS TO THE ACCURACY OF ANY CONTENT OR DATA MADE AVAILABLE TO CLIENT THROUGH OR IN CONNECTION WITH THE AUTOZ NETWORK PRODUCTS. IN NO WAY DOES ANY AUTOZ NETWORK PRODUCT OR OTHER MATERIALS OR INFORMATION PROVIDED BY AUTOZ NETWORK OR ITS AFFILIATES (INCLUDING, AS APPLICABLE AND WITHOUT LIMITATION, ANY FORM CONTRACTS, MENUS, DISCLAIMERS, PRIVACY POLICIES, OR TERMS AND CONDITIONS) CONSTITUTE LEGAL ADVICE. AUTOZ NETWORK IS NOT ENGAGED IN THE PRACTICE OF LAW OR IN PROVIDING LEGAL OR COMPLIANCE SERVICES. ACCORDINGLY,

CLIENT SHOULD CONSULT WITH ITS OWN LEGAL ADVISOR FOR LEGAL ADVICE RELATING TO ANY AUTOZ NETWORK PRODUCT.

11. ARBITRATION AND CLASS WAIVER

- 11.1 **Arbitration.** Client agrees to arbitrate any dispute or claim that it may have with Autoz Network or its Affiliates that arises out of or relates in any way to the applicable Work Order or Client's use of or access to any Autoz Network Product. Such arbitration will be final and binding. If Autoz Network elects in its discretion to submit to arbitration any dispute or claim that it may have against Client, any such arbitration will be governed by the provisions of this Section 11.
- 11.2 **Class Waiver.** Any arbitration proceeding under this Section 11 will take place on an individual basis. Class arbitrations and class or representative proceedings of any kind are not permitted, and Client expressly waives its ability to participate in a class or representative proceeding against Autoz Network or its Affiliates. If the arbitration clause is found inapplicable to Client's dispute with Autoz Network, this class waiver will continue to apply in litigation. Client agrees that this class waiver is an essential element of the agreement between Client and Autoz Network and that this class waiver may not be severed. In the event that this class waiver is deemed invalid or unenforceable, then the entire agreement to arbitrate in this Section 11 will be null and void.
- 11.3 **Arbitrator Authority.** Any dispute or claim subject to arbitration pursuant to this Section 11 must be submitted to binding arbitration before a single arbitrator administered by JAMS pursuant to JAMS Streamlined Rules. The arbitrator will be bound by and will strictly enforce this Master Service Agreement and any other applicable Additional Product Terms, Attachments and/or Work Orders between Client and Autoz Network, including any limitations of liability contained therein, and may not limit, expand or otherwise modify any of the provisions of the foregoing. Any arbitration will be held in Scottsdale, Arizona, unless otherwise agreed upon by the Parties in writing. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator will award the applicable Party any costs and fees to which it may be entitled under Section 9 in connection with any indemnification claim. Client agrees that its transactions with Autoz Network evidence transactions in interstate commerce, and that the Federal Arbitration Act therefore governs the interpretation and enforcement of this Section 11 (notwithstanding the application of Arizona Law to any underlying claims). Client also agrees that this Section 11 survives any termination of these Mater Subscription Terms.

12. MISCELLANEOUS

- 12.1 **Entire Agreement.** This Agreement, including all Work Orders, Additional Product Terms, and Attachments, constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements, communications, and understandings, whether written or oral.
- 12.2 **Amendments.** No amendment or modification to this Agreement is binding unless in writing and signed by authorized representatives of both Parties.

- 12.3 **Assignment.** The Client may not assign or transfer this Agreement or any of its rights or obligations without the prior written consent of Autoz Network, which shall not be unreasonably withheld. Autoz Network may assign this Agreement to its Affiliates or in connection with a merger, acquisition, or sale of substantially all its assets without the Client's prior consent.
- 12.4 **Force Majeure.** Neither Party shall be liable for delays or failures to perform its obligations under this Agreement due to events beyond its reasonable control, including acts of God, natural disasters, government actions, labor disputes, or internet outages. The affected Party must notify the other Party promptly and make reasonable efforts to resume performance as soon as possible.
- 12.5 **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with one that closely reflects the original intent.
- 12.6 **Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or fiduciary relationship between the Parties.
- 12.7 **Notices.** All notices under this Agreement must be in writing and delivered to the addresses specified in the Work Order or as updated by either Party in writing. Notices may be sent by email, courier, or certified mail, and shall be deemed received on the date of delivery, if sent by courier or certified mail; or on the date of transmission, if sent by email during business hours of the recipient.
- 12.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law principles.
- 12.9 **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same document. Signatures transmitted electronically or via e-signature platforms shall be considered legally binding.
- 12.10 **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and their permitted successors and assigns. It does not create any rights for third parties.
- 12.11 **Export Controls.** The Client shall comply with all applicable export control and trade sanctions laws and regulations, including those administered by the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of the Treasury.
- 12.12 **Headings.** The section and subsection headings in this Agreement are for convenience only and do not affect the meaning or interpretation of any provisions.
- 12.13 **Cumulative Remedies.** Except as otherwise provided in this Agreement, all rights and remedies of the Parties under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of one remedy does not preclude the exercise of another remedy.

12.14 **Waiver.** The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by the waiving Party to be enforceable.