

SHOWCASE TERMS OF SERVICE

Effective Date: August 20, 2020

The following Terms of Service (“Terms” or “Agreement”) constitute a legal agreement between you or the entity or company that you represent (“Customer” or “You”) and Tail Light, LLC (“TL”), which governs Customer’s use of the Services (defined below). The Services can be accessed as a paid service having the specifications outlined in the respective plan, for which Customer agrees to a twelve (12) month subscription license and pays a monthly subscription license fee (the “Subscription License”). Customer’s use of the Services is subject to (a) the terms and conditions set forth below (b) TL’s privacy policy, found at <https://www.taillight.com/showcase/privacy-policy> and incorporated herein by reference, and (c) if applicable (i.e., Customer’s dealer management system is integrated with the Services), the Integration Terms and Conditions set forth below, so please take the time to fully understand how these Terms and the privacy policy govern Customer’s relationship with TL and Customer’s use of the Services. Please select “Download Terms of Service” below if you would like to download a copy of the Terms of Service. The Services are available only to users who are at least 18 years old. The Customer represents and warrants that all users are at least 18 years old.

CUSTOMER’S RIGHT TO USE THE SERVICES IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THESE TERMS. BY ACCEPTING THESE TERMS DURING OUR ENROLLMENT PROCESS AND/OR USING THE SERVICES, YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SERVICES ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO AGREE TO THESE TERMS ON ITS BEHALF. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. Definitions

- “Confidential Information” means all trade secrets, know-how, inventions, developments, software and other financial, business or technical information disclosed by or for a party in relation to this Agreement, but not including any information the receiving party can demonstrate is (a) already rightfully known by it without restriction, (b) rightfully furnished to it by a third party without restriction and without breach of any obligation to the disclosing party, (c) generally available to the public without breach of this Agreement or (d) independently developed by it without reliance on the Confidential Information of the disclosing party. All pricing information is TL’s Confidential Information.

- “Content” means all text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials that may be viewed on,

accessed through, or contributed to the Services.

- “Customer Content” means Content contributed to the Services by Customer.
- “Customer Data” means all Customer registration information and other transaction data collected, processed and retained by TL in connection with providing the Services.
- “Insurance Company Content” means Content contributed to the Services by an Insurance Company.
- “Integration Company Content” means Content contributed to the Services by an Integration Partner.
- “Services” means the services hosted by TL and provided to Customer, and any applications provided by TL and used by Customer, under this Agreement.
- “Systems” means modems, servers, software, network and communications equipment and ancillary services that are owned, controlled or procured by Customer.
- “Updates” means any patch, revision or update to the Services delivered by TL.

2. Services

2.1 Services.

Subject to all terms and conditions of this Agreement, TL will use commercially reasonable efforts to provide the Services. TL may provide the Services to Customer directly, or indirectly using contractors or other third-party vendors or service providers.

2.2 Bandwidth.

Your use of the Services shall not unreasonably interfere with use of the Services by other TL Customers.

2.3 Security Measures.

Customer may access the Services as TL instructs through a combination of one or more user names and passwords.

2.4 Passwords.

Customer shall take full responsibility and liability for the security of each of its user names and passwords, and shall be solely responsible for all use of the Services through such user names or passwords. Customer agrees to immediately notify TL of

any unauthorized use of the Services or any other breach of security known to Customer.

2.5 Prohibited Uses.

As a condition of use of the Services, You promise not to use the Services for any purpose that is prohibited by these Terms or for any use not specifically authorized by these Terms. By way of example, and not as a limitation, You shall not upload, submit, distribute, facilitate any of the foregoing, or otherwise use the Services or interact with the Services in a manner that:

- infringes or violates the intellectual property rights (including copyrights, trademarks, and/or patents) or any other rights of any other person or entity (including TL);
- violates any law or regulation;
- is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, pornographic, contains or depicts nudity, or otherwise objectionable, as determined by TL in its sole discretion;
- jeopardizes the security of your TL account or anyone else's (such as allowing someone else to log in to the Services as you)
- attempts, in any manner, to obtain the password, account, or other security information from any other user;
- violates the security of any computer network, or cracks any passwords or security encryption codes;
- runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that

otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);

- "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- copies or stores any significant portion of the Content;
- decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

Additionally, You shall not (directly or indirectly) or permit any third party to: (a) use any of TL's Confidential Information to create any software, documentation or service that is similar to the Services or any documentation provided in connection therewith; (b) modify, translate, or otherwise create derivative works of any part of the Services, (c) copy, license, sublicense, sell, resell, encumber, rent, lease, time-share, distribute, transfer or otherwise use or exploit or make available the Services in any service bureau arrangement or otherwise for the benefit of any third party without the prior written consent of TL. You shall abide by all applicable local, state, national and international laws and regulations, including, without limitation, any export control laws

or regulations of the United States of America or any other relevant jurisdiction. Finally, you must be a human. Access to the Services by “bots” or other automated methods is not permitted.

2.6 Changes to Services.

TL reserves the right to modify or discontinue any Services (in whole or in part) at any time.

2.7 Changes to Terms.

We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the TL website, by sending you an email, and/or by some other means. If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

2.8 Limitations.

TL will not be responsible or liable for any failure in the Services resulting from or attributable to (a) Customer's Systems, (b) network, telecommunications or other service or equipment failures inside or outside of TL's facilities, including any failures of TL's equipment and/or equipment of any third parties relied upon by TL to provide its Services, (c) Customer's or third party's products, services, negligence, acts or omissions, (d) any force majeure or cause beyond TL's reasonable control, (e) scheduled maintenance or (f) unauthorized access, breach of firewalls or other hacking by third parties.

2.9 Systems.

Customer shall obtain and operate all Systems needed to connect to, access or otherwise use the Services, and provide all corresponding backup, recovery and maintenance services. Customer shall ensure that all Systems are compatible with the Services. Customer shall maintain the integrity and security of its Systems (physical, electronic and otherwise).

3. Support and Maintenance

3.1 Support.

TL will use commercially reasonable efforts to provide Customer with support and maintenance services for the Services in accordance with its standard practices (as

amended from time to time). Customer agrees that TL will have the right to charge in accordance with its then current policies for any support services resulting from problems, errors or inquiries relating to Systems or any other network, equipment, service or software not owned, controlled or procured by TL.

3.2 Updates.

TL shall have no obligation to provide Updates, except that TL will provide Customer with any Update that it makes generally available without charge to its similar situated Customers.

4. Proprietary Rights

4.1 Services.

Except for Customer Content, TL (and its licensors) own all right, title and interest in and to the Services and all modifications, enhancements and Updates to the Services (including all intellectual property and proprietary rights embodied therein). TL reserves all rights not expressly granted hereunder. Customer shall not take any action inconsistent with such rights. Customer shall not alter, obscure or remove any printed or on-screen trademark, patent legend or other proprietary or legal notice.

TL grants customer a limited, revocable license (“License”) to use TL Content, Insurance Company Content, and Integration Company Content solely in connection with the Services and on the terms provided herein. Customer shall not have the right to sub-license, assign, transfer or otherwise convey or encumber the License granted herein. Further, Customer shall not have the right to create any derivative works from any of the Content under which a License is granted by this Agreement.

4.2 Customer Content.

Customer represents and warrants that it owns all rights, title and interest in and to the Customer Content. You hereby grant TL a royalty-free, fully paid-up, irrevocable, worldwide license to exploit the Customer Content as necessary to provide the Services to you. You are responsible for all Customer Content, and you represent and warrant you have all rights necessary to grant the rights in Customer Content set forth in this Agreement.

4.3 Customer Data.

As between the parties, Customer shall own all Customer Data. TL shall not disclose to third parties or use any Customer Data except as reasonably necessary to provide the Services or to comply with any legal, regulatory or similar requirement or investigation. Notwithstanding the foregoing, during and after the term of this Agreement, TL may use

Customer Data, as combined with other TL Customers' data, to improve and/or market the Services and as set forth in TL's Privacy Policy. Customer hereby grants TL a nonexclusive and royalty-free right and license to use the Customer Data solely for the purposes described above. Customer agrees to create archival copies or backup copies of all Customer Data.

4.4 Indemnity.

CUSTOMER AGREES TO INDEMNIFY AND HOLD TL HARMLESS FROM ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF ANY USE OR DISCLOSURE OF CUSTOMER DATA OR CUSTOMER CONTENT IN CONNECTION WITH THE PROVISION OF SERVICES OR TO COMPLY WITH ANY LEGAL, REGULATORY OR SIMILAR REQUIREMENT OR INVESTIGATION.

SPECIFICALLY, CUSTOMER SHALL DEFEND (WITH TL SELECTING ITS OWN COUNSEL), INDEMNIFY, AND HOLD TL HARMLESS FROM ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF PATENT, TRADEMARK, OR COPYRIGHT INFRINGEMENT) FOR ANY CLAIMS RELATING TO OR ARISING OUT OF CUSTOMER CONTENT AND/OR CUSTOMER DATA.

5. Confidentiality

5.1 Confidentiality.

Except for the specific rights granted by this Agreement, the receiving party shall not use or disclose any of the other's Confidential Information without its written consent, and shall use reasonable care to protect the other's Confidential Information, including ensuring that its employees and contractors with access (a) have a need to know for the purposes of this Agreement and (b) are bound by obligations of confidentiality at least as protective as those provided herein. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction or due diligence inquiry, provided that the party to whom such information is disclosed is bound by confidentiality obligations substantially similar to those herein and the party disclosing such information is responsible for any breaches of confidentiality by the party to whom such information is disclosed.

5.2 Compelled Disclosure.

Nothing herein shall prevent a receiving party from disclosing any Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided, that prior to any such disclosure, the receiving party shall use reasonable efforts to (a) promptly notify the disclosing party in writing of such requirement to disclose and (b) cooperate with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.

5.3 Effect of Termination.

Promptly after any termination of this Agreement (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom. Notwithstanding the foregoing, TL may retain and use Customer Data, as combined with other TL Customers' data, to improve and/or market the Services, even after termination of the provision of Services to You.

6. Payments

6.1 Fees.

Customer agrees to pay TL the monthly Subscription License fee in the amount of three hundred forty-nine dollars and ninety-nine cents (\$349.99). The monthly Subscription License fee shall be paid monthly. The initial charge shall occur on the tenth (10th) day after you enroll / enter payment information to allow for the initial conversion / setup period. TL only accepts payments by credit card (i.e., all major credit cards accepted – VISA, MASTERCARD, AMERICAN EXPRESS, etc.). Any payments not made by the due date are subject to a 1% monthly finance charge or up to the maximum amount allowed by law, whichever is less. In addition, Customer agrees to reimburse TL for any and all credit card chargeback fees incurred (i.e., due to an invalid or cancelled credit card on file).

6.2 Credit Card Information.

In order to set up an account with TL, Customer must provide TL with accurate and complete billing information which may include legal name, address, telephone number, and a valid credit card. Customer's card will never be charged without its authorization. By submitting such credit card information, Customer gives TL permission and authorization to charge all fees incurred through its account to the designated credit card. TL reserves the right to terminate this Agreement in accordance with Section 9.2 hereto if Customer does not provide a valid credit card for the payment of fees hereunder.

6.3 Payment Terms.

The Services are billed in advance on a monthly basis. TL will not provide refunds or credits in the case of cancellations, or when there are unused portions of the Services on an open account.

6.4 Taxes.

All payments are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, excluding taxes based upon TL's net income.

7. Limited Warranty and Disclaimers

7.1 Limited Warranty.

TL warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof. Notwithstanding the foregoing, the Services may be temporarily unavailable, for example, when deemed reasonably necessary or prudent by TL to repair, maintain or upgrade the Services or for causes beyond TL's reasonable control. TL will endeavor to notify Customer at least 24 hours in advance of any known planned Services-related outages.

7.2 Disclaimers.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TL DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, TL HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. Limitation of Liability

8.1 Limitation of Liability.

EXCEPT FOR DEATH, BODILY INJURY OR FRAUD, AMOUNTS OWED TO THIRD PARTIES PURSUANT TO THE INDEMNIFICATION OBLIGATIONS HEREIN, ANY BREACHES OF SECTION 2.5 (PROHIBITED USES) OR SECTION 6.1 (FEES), OR ANY EXCLUSION OR LIMITATION OF LIABILITY THAT IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY (OR ITS SUPPLIERS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL (INCLUDING ANY ERROR OR DAMAGE ATTRIBUTABLE TO ANY NETWORK OR SYSTEM), (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DIRECT DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO TL HEREUNDER WITH RESPECT TO THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. THESE LIMITATIONS SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF SERVICE.

9. Term and Termination

9.1 Term.

This Agreement shall commence on the date that this Agreement is accepted and payment information is entered (the “Term Commencement Date”). With respect to a Subscription License user, this Agreement shall continue in effect for the initial term of twelve (12) months commencing on the Term Commencement Date, unless this Agreement is terminated earlier as permitted in Section 9.2. At the end of such initial and each subsequent term, the Agreement will be extended automatically for additional twelve (12) month term, unless this Agreement is terminated earlier as permitted in this Section 9.1 or in Section 9.2. Either party may elect not to have this Agreement extend automatically by giving written notice of such election to the other party at least forty-five (45) days prior to the end of the then current initial or renewal term.

9.2 Termination.

This Agreement may be earlier terminated by either party, in whole or in part, (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within 10 days (5 days in the case of non-payment) after receiving written notice of such breach from the non-breaching party, or (b) immediately upon written notice, if

the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

9.3 Effects of Termination.

Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and remedies for breach of this Agreement shall survive, (b) TL may, but shall not be obligated to, delete archived Customer Data and (c) the provisions of Sections 4 (Proprietary Rights), 5 (Confidentiality), 6 (Payments) (only with respect to amounts incurred prior to the effective date of termination), 7.2 (Disclaimers), 8 (Limitation of Liability), 12 (General Provisions) and this Section 9.3 (Effects of Termination) shall survive.

9.4 Trial Period.

You may cancel your License at any time within ninety (90) days of the Term Commencement Date (the "Trial Period"). If you cancel during the Trial Period, you will not be refunded for any unused portions of any prepaid License charges.

10. Open Source.

The Service contains certain software that is covered by open source licensing requirements. Copies of the licenses and a list of the open source software that is used with the Service is available at <https://taillight.com/opensource>. All open source software contained with the Service is distributed WITHOUT ANY WARRANTY. All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the download.

11. Digital Millennium Copyright Act

11.1 General Policy.

TL has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of Company's

Designated Agent to Receive Notification of Claimed Infringement (“Designated Agent”) is listed at the end of this Section. It is TL’s policy to (a) block access to or remove Content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of its affiliates, content providers, or users; and (b) remove and discontinue service to repeat offenders.

11.2 Procedure for Reporting Copyright Infringement.

If You believe that Content residing on or accessible through the TL web site or Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the Content that is claimed to be infringing including information regarding the location of the Content that the copyright owner seeks to have removed, with sufficient detail so that Wistia is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
5. A statement that the notifier has a good faith belief that the Content is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

11.3 Once Proper Bona Fide Infringement Notification is Received by the Designated Agent.

It is TL’s policy:

1. to remove or disable access to the infringing Content;
2. to notify the Content provider or user that it has removed or disabled access to the Content; and
3. that repeat offenders will have the infringing Content removed from the system and that TL will terminate such content provider’s or user’s access to the Services

11.4 Procedure to Supply a Counter-Notice to the Designated Agent.

If the Content provider, or user believes that the Content that was removed or to which access was disabled is either not infringing, or the Content provider or user believes that it has the right to post and use such Content from the copyright owner, the

copyright owner's agent, or pursuant to the law, the Content provider or user must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the Content provider or user;
2. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
3. A statement that the Content provider or user has a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
4. Content provider's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the Content provider's or user's address is located, or if the Content provider's or user's address is located outside the United States, for any judicial district in which Wistia is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, TL may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at TL's discretion.

11.5 Designated Agent to Receive Notification of Claimed Infringement.

Please contact TL's Designated Agent to Receive Notification of Claimed Infringement at the following address:

Name – Tail Light, LLC, c/o Todd Proctor; Address – 500 N. Central Expressway
Plano, Texas 75074; Email – todd.proctor@taillight.com

12. General Provisions

12.1 Third Party Sites.

The Services may contain links or connections to third party websites or services that are not owned or controlled by TL. When you access third party websites or use third party services, you accept that there are risks in doing so, and that TL is not responsible for such risks. We encourage you to be aware when you leave the Services and to read

the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

12.2 Entire Agreement.

This Agreement, together with TL's privacy policy, and the Integration Terms and Conditions, constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. No waiver, consent or, except as expressly provided herein, modification of these Terms shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. If this Agreement is required to be registered with any governmental authority, Customer shall cause such registration to be made and shall bear any expense or tax payable in respect thereof.

12.3 Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ITS CONFLICT OF LAW PROVISIONS. THE SOLE JURISDICTION AND VENUE FOR ACTIONS RELATED TO THIS AGREEMENT WILL BE THE STATE OR FEDERAL COURTS LOCATED IN DALLAS, TEXAS HAVING JURISDICTION OVER TL'S OFFICES, AND BOTH PARTIES CONSENT TO THE JURISDICTION OF SUCH COURTS WITH RESPECT TO ANY SUCH ACTION. IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ITS COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED IN CONNECTION WITH SUCH ACTION OR PROCEEDING AND ENFORCING ANY JUDGMENT OR ORDER OBTAINED.

12.4 Remedies.

Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 5, the non-breaching party may suffer irreparable damage for which it may have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

12.5 Notices.

Except as otherwise provided in Sections 9.1 and 10, any notice or communication hereunder shall be in writing and either personally delivered or sent recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party at its address specified in the Plan, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

12.6 Assignment.

We may, at any time, assign these Terms of Service, including our rights, interests and obligations thereunder, in whole or in part, or delegate any of our responsibilities under these Terms of Service to any other person or entity with prior notice to you. You may not assign these Terms of Service, including any of your rights, interests and obligations thereunder, in whole or in part, or delegate any of your responsibilities under these Terms of Service without our prior written consent. We are not under any obligation to give our consent, and any attempt to assign this Agreement without our written consent shall be null and void.

12.7 Independent Contractors.

The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

12.8 Publicity.

Neither party will make public announcements or issue press releases relating to this Agreement or the terms hereof without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

12.9 Third Party Beneficiaries.

Without limitation of anything else set forth herein, you have no contractual relationship whatsoever with any of our affiliates or service partners, and these Terms of Service do not give you any rights against any affiliate or service partner. You are not a third-party beneficiary of any agreement between us and any of our affiliates or service partners.

12.10 Severability.

If any term or provision of these Terms of Service, or of any document incorporated herein by reference, is held by a court of competent jurisdiction to be contrary to law,

then that term or provision shall be severed from these Terms of Service, and the remaining provisions of these Terms of Service or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each provision of these Terms of Service shall be valid and enforceable to the extent permitted by law and unless prohibited by law.

INTEGRATION TERMS AND CONDITIONS

1. AUTHORIZATION FOR DATA EXTRACTION

Data Authorization: Dealer hereby grants Tail Light, LLC (Tail Light) authorization to extract, or have extracted by a third party retained by Tail Light, vehicle sales data from the Dealer's computer system.

2. CONFIDENTIALITY

Dealer agrees that all Tail Light data will be treated as confidential and will not be released to third parties without the express written permission of Tail Light. Dealer acknowledges that this contract constitutes a service provider agreement between Tail Light and Dealer subject to 313.13 of the regulations implementing the Gramm-Leach-Bliley Act, 15 U.S.C. 6801. Tail Light agrees not to disclose or use information received from Dealer except as necessary to carry out the purposes for which such information was disclosed by Dealer.

3. PROPRIETARY RIGHTS/SERVICE MARK OWNERSHIP

All applications and reporting formats developed by Tail Light using retail transaction information obtained through the services are considered to be the intellectual property of Tail Light.

4. DISCLAIMER OF WARRANTY

Although Tail Light shall use all reasonable efforts to provide accurate and reliable services under this Agreement, neither Tail Light nor any of its licensors of information or software included in the services warrants the adequacy or accuracy thereof.

5. INDEMNITY

Dealer shall indemnify Tail Light with respect to all losses or damages incurred by Tail Light, including reasonable attorney's fees, as a result of any claim arising out of Dealer's use of the Tail Light data and the services hereunder, provided that Dealer is given prompt written notice thereof and has sole control of the defense and settlement of such claim.

6. LIMITATION OF LIABILITY

Tail Light shall have no liability to Dealer for any damages resulting from any interruptions, delays, inadequacies, errors or omissions relating to the services covered hereby. IN NO EVENT SHALL TAIL LIGHT HAVE ANY LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, TO DEALER OR TO ANY THIRD PARTY FOR LOST PROFITS OR FOR ANY OTHER INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF TAIL LIGHT.

7. OTHER MATTERS

- a) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, excluding any choice-of-law rules that would require the application of the laws of any other jurisdiction.
- b) This Agreement, together with all Exhibits and Appendices hereto, constitutes the complete, final and exclusive statement of the terms of the agreement among the parties pertaining to the subject matter hereof. No modification or rescission of this Agreement shall be binding unless executed in writing by the party to be bound thereby.
- c) Assignment. Tail Light may assign this Agreement, in whole or in part, to any affiliate of Tail Light without obtaining the consent of Dealer.
- d) Force Majeure. Any delay or failure of either party to perform its obligations shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of such party. A "force majeure" event may include, but is not limited to earthquake, fire, storm or other natural disaster, act of God, civil

disturbance, act of terrorism, or war. The affected party shall give written notice of such delay or failure to perform to the other party within seven (7) days of the event.

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