



DATED: 03/2026

CHROMEDATA PRODUCT INFORMATION

This Product Information is provided by Autodata, Inc. dba ChromeData ("Company") to Client in conjunction with the ChromeData Product Terms (the "T&C") and Order (the "Order"), and sets forth the definitions and product-related restrictions for specific Company products.

1. Additional License Grants and/or Restrictions for Specific Products: Subject to the terms and conditions of this Agreement, Company hereby grants to Client a non-exclusive, non-transferable, non-sublicenseable, revocable license to and/or restricts each of the following, provided it is listed as a Licensed Works on an Order:

- 1.1. Automotive Description Service®-Full for BMW Build Data, ChromeData VIN Descriptions Service Premium Plus for BMW Build Data and Feature Exchange: Client (i) shall not aggregate any information related to, obtained or derived from, or obtained in association with the BMW Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange to produce summary statistics regarding BMW, and (ii) shall not publish statements obtained in whole or in part due to the use of and/or familiarity with BMW Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange.
- 1.2. Automotive Description Service®-Full for GM Build Data, ChromeData VIN Descriptions Service Premium Plus for GM Build Data and Feature Exchange: Client (i) shall not aggregate information related to, obtained or derived from, or obtained in association with the GM Build Data as provided in Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange to produce summary statistics regarding GM, and (ii) shall not publish any statements obtained wholly or in part due to usage of and/or familiarity with the GM Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange.
- 1.3. Automotive Description Service®-Full for Hyundai Build Data, ChromeData VIN Descriptions Service Premium Plus for Hyundai Build Data and Feature Exchange: Client (i) shall not aggregate any information related to, obtained or derived from, or obtained in association with the Hyundai Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange to produce, publish and/or allow to be made known summary statistics regarding Hyundai, and (ii) shall not publish statements obtained in whole or in part due to the use of and/or familiarity with Hyundai Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange.
- 1.4. Automotive Description Service®-Full for Kia Build Data, ChromeData VIN Descriptions Service Premium Plus for Kia Build Data and Feature Exchange: Client (i) shall not aggregate any information related to, obtained or derived from, or obtained in association with the Kia Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange to produce summary statistics regarding Kia or its trim/option data, and (ii) shall not publish statements obtained in whole or in part due to the use of and/or familiarity with Kia Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange.
- 1.5. Automotive Description Service®-Full for Mazda Build Data, ChromeData VIN Descriptions Service Premium Plus for Mazda Build Data and Feature Exchange: Client (i) shall not aggregate information related to, obtained or derived from, or obtained in association with the Mazda Build Data as provided in Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus, and/or Feature Exchange to produce summary statistics regarding Mazda or its trim/option data, and (ii) shall not publish any statements obtained wholly or in part due to usage of and/or familiarity with the Mazda Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus, and/or Feature Exchange.
- 1.6. Automotive Description Service®-Full for Mercedes-Benz Build Data, ChromeData VIN Descriptions Service Premium Plus for Mercedes-Benz Build Data and Feature Exchange: Client shall use Mercedes-Benz Build Data only as expressly permitted and shall not, nor shall permit any third party, to (i) reverse-engineer, modify, create derivative works of, or remove proprietary notices; (ii) sell, lease, lend, or otherwise share Mercedes-Benz Build Data beyond that permitted; (iii) use Mercedes-Benz Build Data for the benefit of any party other than Client; (iv) access or use Mercedes-Benz Build Data outside of the United States and Canada; (v) use Mercedes-Benz Build Data to profile individuals, or attempt to de-anonymize or associate it with individuals; or (vi) imply Mercedes-Benz endorses Mercedes-Benz Build Data or fail to clearly attribute Mercedes-Benz Build Data to being produced and/or offered by Company. Mercedes-Benz Build Data may only be disclosed to third parties as explicitly authorized, and only under conditions that (a) limits use to Client's scope of rights granted herein; (b) prohibits further disclosure unless approved; and (c) ensures compliance with all applicable laws. Use of the "Mercedes" and "Mercedes-Benz" names is limited solely to factual references to vehicles or models. Only Mercedes-Benz approved recipients may access Mercedes-Benz Build Data.
- 1.7. Automotive Description Service®-Full for NNA Build Data, ChromeData VIN Descriptions Service Premium Plus for NNA Build Data and Feature Exchange: Client (i) shall not aggregate information related to, obtained or derived from, or obtained in association with the NNA Build Data as provided in the Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus, and/or Feature Exchange to produce, publish and/or allow to be made known summary statistics regarding NNA, Nissan and/or Infiniti trim/option data, and (ii) shall not publish any statements obtained wholly or in part due to usage of and/or familiarity with the NNA Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus, and/or Feature Exchange.

- 1.8. Automotive Description Service®-Full for Stellantis Build Data, ChromeData VIN Descriptions Service Premium Plus for Stellantis Build Data and Feature Exchange: Client (i) shall not aggregate information related to, obtained or derived from, or obtained in association with the Stellantis Build Data as provided in Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange to produce, publish and/or allow to be made known summary statistics regarding Stellantis, and (ii) shall not publish any statements obtained wholly or in part due to usage of and/or familiarity with the Stellantis Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange.
- 1.9. Automotive Description Service®-Full for Subaru Build Data, ChromeData VIN Descriptions Service Premium Plus for Subaru Build Data and Feature Exchange: Client (i) shall not aggregate information related to, obtained or derived from, or obtained in association with the Subaru Build Data as provided in Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange to produce summary statistics regarding Subaru, and (ii) shall not publish any statements obtained wholly or in part due to the use of and/or familiarity with the Subaru Build Data as provided within Automotive Description Service®-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange.
- 1.10. Chrome Incentives Service Data Extraction: If Client is authorized to publicly display Chrome Incentives Service Data Extraction consistent with the display of other Licensed Works, Client may only display regional incentives within the Client Program/on the Designated Website(s)/Dealer Website(s)/Third Party Website(s) accessing Chrome Incentives Service Data Extraction after a particular vehicle (single vehicle style as defined by Company's vehicle style name and identification or for a specific VIN) in a particular Zip Code and/or postal code has been submitted, and only the regional incentives for that Zip Code and/or postal code, as applicable, are permitted to be displayed for the particular vehicle to which the query pertains; *provided, however*, that such restriction shall not apply to a Dealer so long as (i) the dealer cash incentive relates to a vehicle model the Dealer is franchised by the applicable OEM to sell or lease; and (ii) the Dealer is not otherwise prohibited from keeping such dealer cash incentive confidential.
- 1.11. ChromeData Certified Inventory.
 - 1.11.1. If Client is licensing ChromeData Certified Inventory in its Order(s), as a condition of receiving such Licensed Works, Client agrees to provide inventory information and related material from each Dealer Location ("Content") and grant to Company and its Affiliates a worldwide, non-exclusive, sublicensable, royalty-free, non-terminable, irrevocable license to host, reproduce, distribute, publish, modify, create derivative works, communicate and otherwise use the Content in connection with (i) providing Company's services to Client and third party intermediaries, and (ii) the operation, sale, marketing, improvement and development of Company's services, including, without limitation, inventory management and market intelligence services (the "Content License"). To the extent that the Content is stored on a third party system, Client agrees that Company may access and extract such information from the applicable third party system(s).
 - 1.11.2. Notwithstanding anything to the contrary in the Order or the terms governing such Order, any Content provided to Company prior to the effective date of termination or expiration of the Order shall survive termination of such Order. Upon termination, Company's license to receive and access new, additional or replacement Content will cease.
 - 1.11.3. Client represents and warrants that the Content was obtained in compliance with applicable laws, Client has all necessary rights to grant to Company the Content License and Company's use of the Content pursuant to the Content License will not infringe any third party rights.
 - 1.11.4. Client agrees to defend, indemnify and hold Company harmless from and against all third party claims, including reasonable attorney's fees and costs, arising out of any third party claim that (i) the Content was not obtained in compliance with applicable law or (ii) the Content infringes any third party rights when used by Company in accordance with the Content License.
- 1.12. ChromeData Ideal Inventory Images: Client may provide to Company certain backgrounds, images, logos and other materials ("Ideal Inventory Content") in connection with the ChromeData Ideal Inventory Images Service. Client grants Company and its affiliates a worldwide, non-exclusive, sublicensable, royalty free, non-terminable, irrevocable license to host, reproduce, distribute, publish, modify, create derivative works, communicate and otherwise use the Ideal Inventory Content in connection with (i) providing Services to Client and third-party intermediaries, and (ii) the operation, sale, marketing, improvement, and development of Services including, without limitation, Company's image Services (the "Content License"). Client represents and warrants that the Ideal Inventory Content was obtained in compliance with applicable laws, it has all necessary rights to grant the Content License and Company's use of the Content pursuant to the Content License will not infringe any third-party rights.
- 1.13. ChromeData Lender Desk and ChromeData Lender Desk Payment Services: Notwithstanding anything to the contrary in the Order, the data received from these services can be used only as authorized in the Order (e.g., within an application or program of Client as described in the Order). Client is prohibited from using or displaying publicly any of the data received from these services in raw format. Any additional related product offerings that become available after the effective date of the Order will require a written amendment as mutually agreed to by the parties in order to be added to the definition of Licensed Works under the Order.
- 1.14. ChromeData Lender Desk Mirror: Notwithstanding anything to the contrary in this Agreement, (i) the data from this service can be used only as authorized in the Order (e.g., within an application or program of Client as described in the Order), (ii) Client is prohibited from using or displaying publicly any of the data from this service in raw format, (iii) this service must be licensed with ChromeData Lender Desk Premium, (iv) Client is prohibited from persisting the data from this service in electronic or any other form, or permitting any other third party to do so, for more than thirty (30) days commencing from the date such data was originally available to Client, and (v) Client shall not provide any data from this service to any third party or Client's Representatives except Client's employees who have a need to know for the purposes contemplated herein.
- 1.15. ChromeData VIN Descriptions Service Premium with ChromeData Vehicle Report and ChromeData VIN Descriptions Service Premium Plus with ChromeData Vehicle Report:

- 1.15.1. If Client is licensing ChromeData Vehicle Report in its Order(s), as a condition of receiving such Licensed Works, Client shall include the following disclaimer where all, or a portion, of the ChromeData Vehicle Report is displayed as permitted under the Order(s):

"The ChromeData Vehicle Report describes the vehicle features and As Built or Estimated MSRP of the vehicle as originally sold by the manufacturer. Current vehicle features and price may differ from those identified above. [DEALER] provides the ChromeData Vehicle Report to you AS IS, and expressly disclaims all representations, warranties, and guarantees, express or implied, including but not limited to any warranties of accuracy, merchantability, performance, or fitness for a particular purpose regarding the ChromeData Vehicle Report."

- 1.15.2. The Client acknowledges and agrees that the ChromeData Vehicle Report describes the Vehicle Features as originally sold by the manufacturer, which may have changed over time. Therefore, the Client agrees to verify that such Vehicle Features set out in the ChromeData Vehicle Report are accurate and present on the vehicle as described in such ChromeData Vehicle Report and if not, to update such features so that they are accurate.
- 1.15.3. During the time a ChromeData Vehicle Report is used as permitted under the Order(s), Client represents and warrants that the ChromeData Vehicle Report, including the Vehicle Features displayed therein, are accurate and that such Vehicle Features are present on the vehicle described in such ChromeData Vehicle Report.
- 1.15.4. Client agrees to defend, indemnify and hold Company harmless from and against all third party claims, including reasonable attorney's fees and costs, relating to the use of the ChromeData Vehicle Report, including the accuracy and presence of the Vehicle Features on the vehicle described in such ChromeData Vehicle Report.
- 1.16. Automotive Description Service-Full for Ford Build Data, ChromeData VIN Descriptions Service Premium Plus for Ford Build Data and Feature Exchange: If Client is authorized to use Automotive Description Service-Full and/or ChromeData VIN Descriptions Service Premium Plus for Ford Build Data or Feature Exchange, then the terms set out at Exhibit A attached hereto and incorporated herein apply.
- 1.17. Automotive Description Service-Full for Toyota Build Data, ChromeData VIN Descriptions Service Premium Plus for Toyota Build Data and Feature Exchange: If Client is authorized to use Automotive Description Service-Full and/or ChromeData VIN Descriptions Service Premium Plus for Toyota Build Data or Feature Gallery, then the terms set out at Exhibit B attached hereto and incorporated herein apply.
- 1.18. ChromeData VIN Descriptions Service Premium Plus for Volvo Build Data: Client (i) shall not aggregate information related to, obtained or derived from, or obtained in association with the Volvo Build Data as provided in ChromeData VIN Descriptions Service Premium Plus to produce summary statistics regarding Volvo, and (ii) shall not publish any statements obtained in whole or in part due to the use of and/or familiarity with the Volvo Build Data as provided within ChromeData VIN Descriptions Service Premium Plus.
- 1.19. Feature Exchange: Client (i) shall not aggregate information related to, obtained or derived from, or obtained in association with the OEM Build Data as provided in Feature Exchange to produce summary statistics, and (ii) shall not publish any statements obtained wholly or in part due to the use of and/or familiarity with the OEM Build Data as provided in Feature Exchange. Without limiting the generality of the foregoing sentence, the terms set out in Exhibit A will apply to any Ford Build Data, and the terms set out in Exhibit B will apply to any Toyota Build Data, as provided in Feature Exchange.
- 1.20. Mapping Tables: Client shall display internally within Client's Business Premises the mapping table(s) set forth in the Order (if any) for use only by Client for internal business purposes. For clarification, Client shall not provide any codes from any of the mapping tables licensed to Client to any third party or Client's Representatives except Client's employees who have a need to know for the purpose contemplated herein unless explicitly stated otherwise in the Order.
- 1.21. Sample Code Set: Subject to the terms and conditions of this Agreement, Company hereby grants to Client a non-exclusive, non-transferable license to copy, display internally and modify the Sample Code Set for the purpose of accessing and utilizing certain Licensed Works specified by Company. Client acknowledges that the Sample Code Set is Confidential Information of Company.

2. Definitions.

- 2.1. "ACES Mapping Table" means a table that cross-references Chrome Style ID with the Automotive Aftermarket Industry Association's (AAIA) Aftermarket Catalog Enhanced Standard (ACES) Vehicle IDs, including any updates or modifications provided by Company hereunder for all makes and models for the model year 1981 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.2. "Affiliate" means, with respect to either of the parties, any corporation, partnership, joint venture, limited liability company, business trust or other entity of which a party hereto owns or controls, directly or indirectly, more than fifty percent (50%) of the voting ownership interest.
- 2.3. "Aftermarket" means a company other than the manufacturing OEM providing products and services to vehicle owners (e.g., replacement parts, accessories, replacement tires, etc.).
- 2.4. "API" means an application programming interface, which is a set of programming instructions and standards for accessing a web-based software application or web tool.
- 2.5. "Application(s)" means products, websites or other applications owned, maintained and operated by Client, as further defined in an Order.
- 2.6. "Auctions" means companies that organize and process used vehicles consigned to Client or a Subsidiary for sale or marshaling in auctions to Dealers and/or the public.
- 2.7. "AutoBrief Reviews" means model-level descriptions of a vehicle for all makes and models for the model year 2007 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available.

- 2.8. "Automotive Description Service[®]" means Company's proprietary hosted web service used to retrieve Vehicle Information through the use of a Company-hosted Web Service for all makes and models for the model year 1981 through the Current Model Year for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available. Automotive Description Service[®]-Full consists of the following functions: (i) retrieve Vehicle Information based on VIN; (ii) retrieve Vehicle Information based on Chrome Style ID; (iii) retrieve Vehicle Information based on Chrome ACode; and (iv) year, make, model and style selectors. Automotive Description Service[®]-Basic consists of the following function: retrieve Vehicle Information based on VIN.
- 2.9. "Awards and Accolades" means information consisting of U.S. automotive industry awards for 2007 through the Current Model Year, where available.
- 2.10. "Black Book Mapping Table" means Company's proprietary mapping table to map the Chrome Style ID to Vehicle ID contained within data provided by National Auto Research Division Hearst Business Media Corporation ("Black Book") for all makes and models for the model year 1999 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.11. "BMW Build Data" means the U.S. vehicle data related to BMW of North America, LLC ("BMW") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by BMW to Company.
- 2.12. "Build Data" means information for a specific vehicle including Order Codes, Option Codes and Color Codes based on the unique VIN, where available, regarding each OEM's Build Data licensed to Client under this Agreement.
- 2.13. "Canadian Chrome ACode to Canadian Chrome Style ID Mapping Table" means the proprietary table developed by Company to map the Canadian Chrome ACode to the equivalent Canadian Chrome Style ID, including any updates or modifications provided by Company hereunder for all makes and models for the model year 1996 through the Current Model Year for all Canadian cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.14. "Carbook Pro[®]" means Company's proprietary web-based software used in researching, configuring, comparing and pricing for all makes and models for the Current Model Year for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available, including user documentation reports and output, and any updates or modifications of data and functionality subsequently provided by Company hereunder.
- 2.15. "Chrome ACode" means a unique identifier assigned by Company to each automotive style that represents a unique vehicle trim.
- 2.16. "Chrome ACode Mapping Table" means the proprietary table developed by Company to map the Chrome Style ID to the Chrome ACode, including any updates or modifications provided by Company hereunder for all makes and models for the model year 1992 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available, and for the model year 1996 through the Current Model Year for all Canadian cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.17. "Chrome Construct[®]" means Company's proprietary hosted Web Service used to compare, configure and price vehicles for all makes and models for ten (10) prior model years through the Current Model Year for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available. The Enhanced Pricing component provides OEM-specific price calculations other than invoice or MSRP. The Canadian Invoice Pricing component provides invoice pricing for Canadian vehicles.
- 2.18. "Chrome Image Gallery-Basic Color-Matched Images" means one (1) colorized vehicle image for all makes and models for the model year 2010 through the Current Model Year, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles but excluding all exotic and commercial vehicles (as defined by Company), where available, including any updates or modifications provided by Company hereunder.
- 2.19. "Chrome Image Gallery-Basic Multi-View Images" means three (3) exterior angles and one (1) interior angle for all makes and models for the model year 2010 through the Current Model Year, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles but excluding all exotic and commercial vehicles (as defined by Company), where available, including any updates or modifications provided by Company hereunder.
- 2.20. "Chrome Image Gallery-Expanded Color-Matched Images" means three (3) colorized exterior angles for all makes and models for the model year 2010 through the Current Model Year, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles but excluding all exotic and commercial vehicles (as defined by Company), where available, including any updates or modifications provided by Company hereunder.
- 2.21. "Chrome Image Gallery-Expanded Multi-View Images" means up to twenty-one (21) interior/exterior angles for all makes and models for the model year 2010 through the Current Model Year, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles but excluding all exotic and commercial vehicles (as defined by Company), where available, including any updates or modifications provided by Company hereunder.
- 2.22. "Chrome Image Gallery-Historic Expanded Multi-View Images" means up to twenty-one (21) interior/exterior angles for all makes and models for the model year 2001 through 2009, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles but excluding all exotic and commercial vehicles (as defined by Company), where available, including any updates or modifications provided by Company hereunder.
- 2.23. "Chrome Incentives Service Data Extraction" means Company's proprietary data service comprised of (i) cash incentives, (ii) finance incentives, (iii) lease incentives, and (iv) special programs from OEM regional incentives comprising current retail, consumer cash, dealer cash incentives, retail incentives, sub-vented APR programs, residuals, money factors, payment waivers and giveaways, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.24. "Chrome Style ID" means the unique identifier assigned by Company to each automotive style that has a unique base MSRP, Invoice or Model Code.

- 2.25. "ChromeData Certified Inventory" means Company's proprietary comprehensive Inventory Management platform that ingests data directly from a Dealer's main source of inventory, consolidating disparate data feeds from multiple sources to create complete, normalized and comprehensive inventory records. If Client licenses ChromeData Certified Inventory-Base Plus, it will decode VINs without utilizing Build Data to create complete and normalized inventory records. If Client licenses ChromeData Certified Inventory Enhanced or ChromeData Certified Inventory Extended Syndication, it will decode VINs, utilize Build Data and Engineered VIN Data (when available) and positively identify as-configured features. Additionally, if Client licenses ChromeData Certified Inventory-Enhanced or ChromeData Certified Inventory-Extended Syndication with other Licensed Works, each provides a single solution to collect inventory data. For clarification, if ChromeData Certified Inventory Enhanced or ChromeData Certified Inventory Extended Syndication is licensed (i) with Chrome Image Gallery and/or VIN Test Drive Videos Pro, it will utilize Company's proprietary vehicle images catalog; and (ii) with ChromeData Lender Desk will connect conditional incentives based on VIN and geography. ChromeData Certified Inventory Extended Syndication allows Client to syndicate the above information to multiple third party destinations. ChromeData Certified Inventory-Command Center is a tool provided to Client that allows its franchise and independent Dealer customers access to Syndication functionality and greater control over inventory with features that include new and used vehicle pricing, a customer comment builder, Dealer images and video upload tools. ChromeData Certified Inventory Dealer Direct and ChromeData Certified Inventory-Standalone Distribution (Enterprise) lists a Dealer's inventory on JDPower.com, MSN Autos and Google My Business.
- 2.26. "ChromeData Ideal Inventory Images" means the application by Company of artificial intelligence (AI) learned models onto images of vehicles in Client's or its Dealer customers' inventory, including any angles, which will result in proper vehicle shadowing and tinting of windows and body paint to generate updated images which will be placed on a background of Client's or its Dealer customers' choice.
- 2.27. "ChromeData Lender Desk" means Company's proprietary Web Service that returns available OEM captive and select non-captive national and regional new vehicle, certified pre-owned and used vehicle lease, loan and cash programs, dealer cash incentives, sub-vented APR programs, residuals, money factors, payment waivers and giveaways, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available. For purposes of clarity, ChromeData Lender Desk Base comprises available OEM captive top tier new vehicle rate and cash programs for marketing research purposes; ChromeData Lender Desk Standard comprises OEM captive top tier rate and cash incentives programs for inventory static payment and listings of new, certified pre-owned and used vehicles; and ChromeData Lender Desk Premium comprises rates and cash incentives programs for OEM captive and non-captive banks, including lender guidelines, fees and a bulk quoting optimized API for use in interactive online digital retailing and payment tools. ChromeData Lender Desk tiers are also available with EV Basic for new Battery Electric Vehicles (BEV) and Plug-in Hybrid Electric Vehicles (PHEV), and EV Standard for new and used BEV, PHEV and Fuel Cell Electric Vehicles (FCEV) with federal, state and utility rebates and incentives information. For Independent Used Dealers, ChromeData Lender Desk data is limited to independent lenders, without licensed use of new vehicle incentives (rates, rebates, residuals and captive lenders). ChromeData Lender Desk Tax, Title and License ("ChromeData Lender Desk TT&L") provides Client with all federal, state, county and city taxes and fees required for registering and titling a vehicle.
- 2.28. "ChromeData Lender Desk Mirror" means Company's proprietary data service comprised of available OEM captive and select non-captive national and regional new vehicle, certified pre-owned and used vehicle lease, loan and cash programs, dealer cash incentives, sub-vented APR programs, residuals, money factors, payment waivers and giveaways, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available, which includes OEM captive top tier rate and cash incentives programs for inventory static payment and listings of new, certified pre-owned and used vehicles.
- 2.29. "ChromeData Lender Desk Payment Services" means Company's end-to-end inventory quoting service, leveraging Company's proprietary ChromeData Lender Desk Premium Web Service, to consolidate inventory, apply pricing rules by Client and/or Dealers, apply available OEM incentives providing bulk payments (*i.e.*, Search Results Page/Vehicle Details Page (SRP/VDP) listing and Search-By-Payment (SBP) and live time Desking and digital retailing loan and lease fundable offers for all credit tiers and terms offered by captive and selected non-captive lenders. For Independent Used Dealers, payments are limited to lenders that finance used and certified pre-owned (CPO) vehicles, without licensed use of new vehicle incentives (rates, rebates, residuals and captive lenders). If Client licenses ChromeData Lender Desk Payment Services with Build-to-Order, it will allow a shopper to build a vehicle based on year, make, model, trim, options, color and financing that matches to current inventory and/or will allow such shopper to submit a build sheet to a Dealer to order a vehicle. If Client licenses ChromeData Lender Desk Payment Services with Inventory, it will provide payment quoting on the specific inventory (VINs) that are in a Dealer's inventory and used for SRP/VDP, SBP and digital advertising. When Client licenses ChromeData Lender Desk Payment Services with Website Calculation Tool, it will provide a consumer with access to an API-driven iframe mathbox for publishing payment quoting and transactional price factoring for a "first pencil" deal structure that can hand off the lead to the Dealer's soft credit pull service and CRM for the Dealer to transact.
- 2.30. "ChromeData Vehicle Selector Service" means Company's proprietary hosted web service used to retrieve Vehicle Information through the use of a Company-hosted Web Service for all makes and models for the model year 1997 through the Current Model Year for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available. ChromeData Vehicle Selector Service consists of the following functions: (i) retrieve Vehicle Information based on Chrome Style ID; and (ii) year, make, model and style selectors.
- 2.31. "ChromeData VIN Descriptions Service" means Company's proprietary VIN API used to retrieve Vehicle Information through the use of a Company-hosted Web Service for all makes and models for the model year 1992 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, and the model year 1996 through the Current Model Year for all Canadian cars and light trucks, up to and including 3500 series vehicles, in all cases where available. For purposes of clarity, the Standard package comprises VIN Descriptions with records derived from Company's proprietary core catalog vehicle data; the Premium package comprises VIN Descriptions with records derived from Company's proprietary Engineered VIN Data; and the Premium Plus package comprises VIN Descriptions with records comprising Company's proprietary core catalog vehicle data that have been verified by as-built data provided by the applicable OEM. "ChromeData Vehicle Report"

means the component licensed with ChromeData VIN Descriptions Service Premium and ChromeData VIN Descriptions Service Premium Plus that allows a user to receive a formatted PDF from such services containing the year, make, model and trim of a vehicle along with its key features, dealer information, pricing, options and packages (collectively, the "Vehicle Features").

- 2.32. "Client's Business Premises" means the physical and virtual business premises of Client's internal departments and divisions.
- 2.33. "Company Holidays" means (i) New Year's Day, Dr. Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Juneteenth (June 19), Independence Day, Labor Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day in the U.S., and (ii) New Year's Day, Family Day, Good Friday (Ontario), Easter Monday (Québec), Victoria Day (Ontario), National Patriots Day (Québec), Saint Jean Baptiste Day (Québec), Canada Day, Civic Holiday (Ontario), Labour Day, Thanksgiving Day, Christmas Day and Boxing Day in Canada.
- 2.34. "Comparator Engine" means Company's proprietary server-side comparator software engine in Java including all necessary documentation that, along with the Comparison Data, will compare and price the features of new vehicles.
- 2.35. "Comparison Data" means U.S. and/or Canadian new car and light truck (up to 3500 series) vehicle specification information in English for the Current Model Year, where available, for use with the Comparator Engine.
- 2.36. "Configurator Engine" means Company's proprietary server-side configurator software engine in Java including all necessary documentation that, along with the Configuration Data, will configure and price new vehicles.
- 2.37. "Configuration Data" means U.S. and/or Canadian new car and light truck (up to 3500 series) specification information in English for the Current Model Year, where available, for use with the Configurator.
- 2.38. "Consumer Research" means the display of vehicle information to consumers to facilitate online and/or mobile vehicle research.
- 2.39. "Core Data" means, collectively, U.S. car and light truck (up to 3500 series) information for the model year 1992 through the Current Model Year (2001 through the Current Model Year for exotic vehicles, and Canadian car and light truck (up to 3500 series) information for the model year 1996 through the Current Model Year (2001 through the Current Model Year for exotic vehicles), comprising the following data types, where available (which may include the Configuration Data and/or the Comparator Data, where applicable): vehicle Year, Make, Model, Trim/Style, Model Code, Standard Equipment, Optional Equipment, Color Data, Trim Descriptions, Safety, Specification, Warranty Information, Pricing (MSRP, Dealer, Net, Delivery) and Comparable Vehicles.
- 2.40. "Credit Application" means the submission of information by a Client consumer that allows a Dealer or financial institution to evaluate such consumer's ability to qualify for financing, which may include the submission of a Credit Report Request.
- 2.41. "Criteria Search Engine" means Company's proprietary server-side criteria search engine in Java to simplify the process of performing a model or trim search against the Criteria Search Engine Data.
- 2.42. "Criteria Search Engine Data" means new car and light truck (up to 3500 series) specification information in English for the Current Model Year, where available, for use with the Criteria Search Engine.
- 2.43. "CRM" means customer relationship management, which includes email and print marketing, multi-media messaging service (text), quotes, newsletters and sales lead tracking.
- 2.44. "Current Model Year" or "CMY" means the then most current model year plus two (2) previous model years, as available.
- 2.45. "D2D Exchange" means Dealer-to-Dealer vehicle exchange.
- 2.46. "Data Distribution Service" means Company's proprietary server based utility in Company's environment that connects with the DTP to facilitate the transfer of updates pulled by Client from Company via the internet.
- 2.47. "Dealer Websites" means websites owned, maintained and operated by Dealers that have entered into a written license agreement with Client, which shall display the applicable Dealer's name conspicuously.
- 2.48. "Dealers" means automobile dealers located in the United States and/or Canada.
- 2.49. "Designated Website(s)" means website(s) owned and operated by Client, and which display(s) Client's name conspicuously.
- 2.50. "Desking" means an application used by Dealers to present selected finance and/or lease proposals to a consumer normally including details of additional services (e.g., accessories, extended warranty, etc.).
- 2.51. "Development Site" means Client's single URL used only for internal development purposes, which shall not be an IP site.
- 2.52. "Digital Advertising" means the display of advertising on websites, mobile applications and banner ads as set out in the Order.
- 2.53. "Digital Merchandising" means showcasing products online with notable and salable information, as well as imagery, that engages consumers to guide them toward making a purchase.
- 2.54. "DMS" means Client's dealer management system.
- 2.55. "Documentation" means technical documentation delivered by Company hereunder that describes the installation, operation and functionality of the Licensed Works, as applicable.
- 2.56. "DTP (Data Transfer Publisher)" means Company's proprietary software utility provided by Company and hosted by Client that facilitates the transfer of updates pulled by Client from Company via the internet.
- 2.57. "Engineered VIN Data" means information for a specific vehicle including Order Codes, Option Codes and Color Codes based on the unique VIN, where available, regarding each OEM's Engineered Data licensed to Client under this Agreement.
- 2.58. "Equity Marketing" means accessing databases to determine a consumer's equity position in the consumer's current vehicle in order to map such equity position to used vehicle values and replacement vehicles (which may use regional incentive rebates and interest rates to present monthly payments) for the generation of consumer leads.
- 2.59. "Feature Exchange" means Company's proprietary hosted web service used to retrieve Vehicle Information through the use of a Company-hosted Web Service for all makes and models for the model year 1981 through the Current Model Year for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available. Feature Exchange consists of

the following functions: (i) retrieve Vehicle Information based on VIN; and (ii) retrieve Vehicle Information based on Chrome Style ID. The Simple Model Walk component of Feature Exchange includes all makes and models for the model year 1992 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, and the model year 1996 through the Current Model Year for all Canadian cars and light trucks, up to and including 3500 series vehicles, in all cases where available. If Client licenses the Simple Model Walk component, it consists of the following functions: (i) year, make, model and style selectors; and (ii) retrieve vinPatterns for the requested Chrome Style ID and modelYearId.

- 2.60. "Finance" means companies that loan funds to consumers or businesses wanting to purchase or lease vehicles.
- 2.61. "Flat File Schema A" means files produced to provide Clients with access to specific database information without having to install and maintain a complete database in the customers' environments. Examples of flat files that are available are VIN, stock images, Chrome ACode to Chrome Style ID mapping and vehicle options.
- 2.62. "Fleet" means fleet management companies and fleet operators.
- 2.63. "Fleet New Vehicle Data" means new fleet motor vehicle information consisting of vehicle descriptions, standard equipment, optional equipment, technical specifications, pricing, and the Chrome Style ID, including any updates or modifications provided by Company hereunder, for all makes and models for the model year 1997 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, and the model year 2000 through the Current Model Year for all Canadian cars and light trucks, up to and including 3500 series vehicles, in all cases where available.
- 2.64. "Fleet New Vehicle Data Archives" means new fleet motor vehicle information, including any updates or modifications provided by Company hereunder, for all makes and models for the model year 1989 through 1996 for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.65. "Ford Build Data" means the U.S. and Canadian vehicle data related to Ford Motor Company, successor-in-interest to Ford Smart Mobility LLC ("Ford") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by Ford to Company.
- 2.66. "French Translation" means a version of the Core Data (Canada) for the model year 2004 through the Current Model Year, translated into French, where available.
- 2.67. "GM Build Data" means the U.S. and Canadian vehicle data related to General Motors Company ("GM") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by GM to Company.
- 2.68. "Hyundai Build Data" means, collectively, the U.S. vehicle data related to Hyundai Motor Company ("Hyundai US") vehicles and the Canadian vehicle data related to Hyundai Auto Canada Corp. ("Hyundai CA") vehicles, each of which is provided by Company to Client through Client's use of certain Company products and services that have been verified using as-built data provided by Hyundai US and Hyundai CA, respectively, to Company. Hyundai US and Hyundai CA are collectively referred to herein as "Hyundai".
- 2.69. "Image on the Fly (IOF) Service" means Company's proprietary server-based utility in Company's environment whereby Client can access the Stock Image Library and the Still and Colorized Image Gallery.
- 2.70. "Independent Used Dealers" means a Dealer that sells, or leases, used vehicles and is not a franchised Dealer of an OEM.
- 2.71. "Insurance" means a company that provides insurance for vehicles.
- 2.72. "Insurance Claims" means partial or total vehicle loss.
- 2.73. "Insurance Quotes" means automotive insurance policy quotes.
- 2.74. "Internet Lead Management" means lead analytics, lead reporting and wholesale management of third party Lead Generation.
- 2.75. "Inventory Management" means the act of receiving (polling) inventory description files from Dealers and/or third parties. Inventory descriptions are normalized and standardized to facilitate sales and reporting by Dealers and/or third parties.
- 2.76. "J.D. Power Valuation Services Mapping Table" means the table jointly developed by Company and J.D. Power to map the Chrome Style ID to Vehicle ID contained within data provided by J.D. Power for all makes and models for the model year 1998 through the Current Model Year, for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.77. "Kelley Blue Book Mapping Table" means Company's proprietary mapping table to map (i) the Chrome Style ID to Car ID contained within data provided by Kelley Blue Book Co., Inc. ("Kelley Blue Book") for all makes and models for the model year 1998 through the Current Model Year, and/or (ii) the Chrome ACode to Car ID contained within data provided by Kelley Blue Book for all makes and models for the model year 1992 through the Current Model Year, for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.78. "Kia Build Data" means the U.S. vehicle data related to Kia Motors America, Inc. ("Kia") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by Kia to Company.
- 2.79. "Lead Generation" means the process of obtaining consumer information for passing to a Client who wishes to address the consumer's needs.
- 2.80. "Lender Desk" means Company's proprietary Web Service that returns available OEM captive and select non-captive national and regional new vehicle and certified pre-owned vehicle lease, loan and cash programs, dealer cash incentives, sub-vented APR programs, residuals, money factors, payment waivers and giveaways, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available. Lender Desk-Basic consists of new vehicle programs for captive lenders and top credit tiers only for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available. Lender Desk-Premium consists of new and certified pre-owned (U.S. only) vehicle programs for captive and select non-captive lenders and all available credit tiers (as applicable) for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.81. "Licensed Works" means those products and services that are set forth on an Order.

- 2.82. "Loan Application" means validating vehicle collateral details for display in loan applications and loan origination systems.
- 2.83. "Location" means a single vehicle dealership building of a Dealer that has a showroom or sales office.
- 2.84. "Mazda Build Data" means the U.S. vehicle data related to Mazda Motor of America, Inc. dba Mazda North American Operations ("Mazda") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by Mazda to Company.
- 2.85. "Mercedes-Benz Build Data" means the vehicle data related to Mercedes-Benz USA, LLC ("Mercedes-Benz") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by Mercedes-Benz to Company.
- 2.86. "Microsite" means a type of website designed to help maximize the conversion rate and lead generation capability of a website consumer with targeted funneling of traffic to dynamic web pages with the Microsite that serves a specific purpose for an automotive keyword pattern.
- 2.87. "Mobile Application" means an application used on mobile devices to scan and decode VINs, scan quick response codes, view window sticker information, download vehicle description content and browse mobile-compatible versions of Dealer web content, inspector applications or for use in selecting vehicles for purchase at Auction.
- 2.88. "Mobile Websites" means the websites set out in the applicable Order.
- 2.89. "Model Test Drive Videos-Pro" means proprietary videos with audio tracks that describe the most popular features of vehicle models available for sale in the U.S. for the model year 2008 through the Current Model Year. Model Test Drive Videos-Pro can be made available on all model research pages, SRP and VDP pages. The Model Test Drive Videos-Pro will include one (1) custom Dealer branded introduction that highlights certain branding-related or other attributes about the Dealer ("Intro") and one (1) customized Dealer outro that may feature a call to action ("Outro"). The Intro and Outro will be created using content and other information provided by the Dealer or Client in a form and format acceptable to Company. These files may be mapped through a Company style level mapping table. Other content that also may be included, such as available offers, closed captioning and configurable call to action buttons. The videos and/or player may be customized with logos and colors to highlight certain Dealer attributes. Where available, the videos will be published to various Third Party Websites.
- 2.90. "New Vehicle Data" means new motor vehicle information consisting of vehicle descriptions, standard equipment, optional equipment, technical specifications, pricing, and the Chrome Style ID, including any updates or modifications provided by Company hereunder, for all makes and models for the model year 1997 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, and the model year 2000 through the Current Model Year for all Canadian cars and light trucks, up to and including 3500 series vehicles, in all cases where available.
- 2.91. "New Vehicle Data Archives" means new motor vehicle information, including any updates or modifications provided by Company hereunder, for all makes and models for the model year 1989 through 1996 for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.92. "NNA Build Data" means the U.S. vehicle data related to Nissan North America, Inc. ("NNA") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by NNA to Company.
- 2.93. "OEM" means original equipment manufacturer.
- 2.94. "Order" means a document which incorporates these Product Information terms and sets forth such other terms as agreed on by the parties.
- 2.95. "QuickData" means new motor vehicle information, including any updates or modifications provided by Company hereunder, for all makes and models for the model year 1989 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, and the model year 2000 through the Current Model Year for all Canadian cars and light trucks, up to and including 3500 series vehicles, in all cases where available.
- 2.96. "PreRelease NVD" means new motor vehicle information, including any updates or modifications provided by Company hereunder, for all makes and models for the Current Model Year that are not yet published in regular vehicle datasets, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.97. "Remarketing" means the process of describing and promoting used vehicles for resale.
- 2.98. "Risk Management" means assessing the current and future value of vehicles.
- 2.99. "RMA Websites" means Regional Marketing Association websites designated by Client that display Dealer information within a regional geographic area, regional marketing information, vehicle detail pages, inventory search and that may direct a consumer to a specific Dealer either via links from the RMA Website or through a "Get a Quote" form.
- 2.100. "Runtime Vocabulary Engine" (RVE) means Company's proprietary service that automatically translates the descriptions of vehicle features and groups of vehicle features into alternative feature descriptions.
- 2.101. "Sample Code Set" means sample Source Code delivered by Company to Client hereunder which demonstrates examples of how to request information from certain Licensed Works specified by Company and present and/or use such information via a theoretical HTML application/connect to and perform basic functions with the Licensed Works.
- 2.102. "Source Code" means the computer programming code in human-readable format.
- 2.103. "Spanish Translation" means a version of the Core Data (U.S.) for the model year 2004 through the Current Model Year, translated into Spanish, where available.
- 2.104. "Squish VIN Table" means Company's proprietary VIN decoding lookup table consisting of car and light truck (up to 3500 series) information pertaining to the mapping of vehicles from characters 1 to 8, 10 and 11 for U.S. vehicles' VIN numbers for the model year 1992 through the Current Model Year, and for Canadian vehicles' VIN numbers for the model year 1996 through the Current Model Year, where available.

- 2.105. "Stand-alone Configurator" means a software product that allows end users to manipulate vehicle data in a manner that results in their being able to configure a vehicle and its available options, produce details on the set of options and their relationship with one another that a manufacturer has dictated as being necessary to build a vehicle, and display prices for the vehicle and its required options, that is not offered as part of another software application or that is intended for the resale or redistribution to a third party on a stand-alone basis.
- 2.106. "Stellantis Build Data" means the U.S. and Canadian vehicle data related to Stellantis US LLC ("Stellantis") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by Stellantis to Company.
- 2.107. "Still and Colorized Image Gallery" means vehicle photography created by Company consisting of approximately fifteen (15) to seventeen (17) still images per model (Sets) depicting exterior and interior vehicle features and one front ¾ view exterior image per vehicle which simulates the available OEM exterior colors for all vehicles for the model year 2003 through the Current Model Year for U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.108. "Stock Image Library" means the stock press kit photos consisting of U.S. and Canadian car and light truck (up to 3500 series) vehicle photography (approximately 7 interior and 7 exterior images), Company-created front ¾ colorized images and RGB values for color pallets, for the model year 2001 through the Current Model Year, where available.
- 2.109. "Stock Images" means one (1) stock vehicle image at the model or body-style level, where available, covering production vehicle makes and models associated with new vehicle data, including any updates or modifications provided by Company hereunder, for all makes and models for the model year 1997 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, and the model year 2000 through the Current Model Year for all Canadian cars and light trucks, up to and including 3500 series vehicles, in all cases where available.
- 2.110. "StyleMap Data" means new motor vehicle information consisting of vehicle descriptions and the Chrome Style ID, including any updates or modifications provided by Company hereunder, for all makes and models for the model year 1989 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, and the model year 2000 through the Current Model Year for all Canadian for all cars and light trucks, up to and including 3500 series vehicles, in all cases where available.
- 2.111. "Subaru Build Data" means the U.S. vehicle data related to Subaru of America, Inc. ("Subaru") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by Subaru to Company.
- 2.112. "Subsidiary" means any entity that is directly or indirectly controlled by Client where "control" means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares or interests of such entity.
- 2.113. "Supported Model Years" for U.S. and Canadian motor vehicles means the model year 1981 through the Current Model Year for Automotive Description Service® and ten (10) prior model years through the Current Model Year for Chrome Construct®.
- 2.114. "Syndication" means the passing of vehicle description information of existing vehicles (with a VIN) to third parties to widen the visibility of available vehicles in inventory to consumers.
- 2.115. "Third Party Websites" means third party internet portal sites.
- 2.116. "Toyota Build Data" means the U.S. and Canadian vehicle data related to Toyota Motor Sales, U.S.A., Inc. ("Toyota") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by Toyota to Company.
- 2.117. "Training" means franchise and competitive product training and sales tools for staff.
- 2.118. "Transactions" for Web Services means any successfully completed calls, including but not limited to, describeVehicle, compareAdvantages, compareSideBySide, getStyle, getConfigurationByStyleID, getStyleFullyConfigured, getStyleFullyConfiguredByStyleID or RESTful requests for mapping, vehicle descriptions or incentives data. A successfully completed call is any call that returns Vehicle Information, an image or incentives data. Unsuccessful Vehicle Information calls may be a result of the submission of an invalid VIN or Chrome Style ID, Chrome ACode, geography (Zip Code and/or postal code) or passing the VIN, Chrome Style ID, Chrome ACode or geography (Zip Code and/or postal code) of a vehicle that is outside of the scope of the product.
- 2.119. "Unique Visitor" means a website traffic measurement where an IP address is measured only once regardless of how many times it visits a particular website in a given month.
- 2.120. "U.S. Chrome ACode to U.S. Chrome Style ID Mapping Table" means the proprietary table developed by Company to map the U.S. Chrome ACode to the equivalent U.S. Chrome Style ID, including any updates or modifications provided by Company hereunder for all makes and models for the model year 1992 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.121. "U.S. to Canadian Chrome ACode Mapping Table" means the proprietary table developed by Company to map the U.S. Chrome ACode to the equivalent Canadian Chrome ACode, including any updates or modifications provided by Company hereunder for all makes and models for the model year 2000 through the Current Model Year for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available.
- 2.122. "Valuation" means the identification of a vehicle for assessment of its current market value.
- 2.123. "Vehicle Information" returns the following (a) year, make, model and body style information, (b) option descriptions without configuration logic, (c) standards and (d) the stock image name.
- 2.124. "Vehicle Inspections" means assisting with vehicle identification during (a) physical inspection by Client or a Subsidiary, or (b) physical inspection by a certified third party inspection service where the incoming third party inspection reports will be subsequently rebranded as Client's Condition Report. A full evaluation of a vehicle's condition, including mileage, options and cosmetic damage, must be performed on a vehicle in order for it to be considered physically inspected.

- 2.125. "VIN" means a vehicle identification number.
- 2.126. "VIN Test Drive Videos-Pro" means proprietary videos specific to a VIN listing using actual VIN images. The audio track may be tailored to the user by sharing consumer intent data. The video platform enables a virtual test drive of the VIN with additional detail videos and content depth. The VIN Test Drive Videos-Pro will be created using content provided by the Dealer or Client that is in a form and format acceptable to Company. The VIN Test Drive Videos-Pro also may include a custom Dealer branded introduction that highlights certain branding-related or other attributes about the Dealer and one customized Dealer Outro that may feature a call to action. The Intro and Outro will be created using content and other information provided by the Dealer or Client in a form and format acceptable to Company. The videos will be displayed in a Company provided proprietary player that may be branded with logos and/or colors to highlight certain Dealer attributes and may include closed captioning. Where available, the videos will be published to various Third Party Websites.
- 2.127. "VINMatch" means a data product that provides make, model, style and equipment information based on a VIN, including any updates or modifications provided by Company hereunder, for all makes and models for the model year 1981 through the Current Model Year for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, in all cases where available. VINMatch does not contain any vehicle values.
- 2.128. "VINoptions" means a VIN data enhancement service using Natural Language Processing (NLP), an embedded software that categorizes unstructured vehicle features and options data into organized data elements appended to a VIN. Such information is accessible through either flat file distribution or a browser interface, including data encryption, transmission, access and storage.
- 2.129. "Volvo Build Data" means the U.S. vehicle data related to Volvo Car USA LLC ("Volvo") vehicles provided by Company to Client through Client's use of certain Company products and services that has been verified using as-built data provided by Volvo to Company.
- 2.130. "Web Service" means a software system designed to support application-to-application interaction over a network, whose public interfaces are defined and described by WSDL (Web Services Description Language or Swagger document (used to define or design documentation for RESTful APIs)).
- 2.131. "Zip to Styles Data" means a data offering by Company that cross-references Chrome Style IDs to Zip Code Regions for those vehicles that are only offered regionally for all makes and models for the model year 2001 through the Current Model Year for all U.S. cars and light trucks, up to and including 3500 series vehicles, where available.

EXHIBIT A

Automotive Description Service-Full for Ford Build Data, ChromeData VIN Descriptions Service Premium Plus for Ford Build Data and Feature Exchange

1. The terms of this Exhibit A will apply only to the license and use of the Ford Build Data as well as Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange when each is used to retrieve the Ford Build Data (collectively, the "In Scope ChromeData IP for Ford"). For purposes of this Exhibit A only, to the extent there is a conflict between the terms of this Exhibit A and any other terms of the Agreement, the terms in this Exhibit A will control with regard to the license and use of the In Scope ChromeData IP for Ford.
2. Client acknowledges and agrees that Ford ("Beneficiary") is a third party beneficiary of this Exhibit A only and such Beneficiary will have the right to enforce the terms of this Exhibit A against the Client and its Client Personnel.
3. For the purposes of this Exhibit A only, the capitalized terms in this section will have the meanings set forth below:
 - 3.1. "ChromeData PII" means, as between the Parties under this Agreement, the PII furnished by Company to Client in the performance of this Agreement, including any VINs, except for Company's employees' business contact information (name and business address, business phone number, and e-mail address) used solely by Client for business contact purposes in the performance of this Agreement, unless considered PII under applicable law.
 - 3.2. "Client Personnel" means employees and contract personnel of Client, working under the direct supervision of Client and, on Client's behalf, to perform duties for Client in connection with Client's permitted use of the In Scope ChromeData IP for Ford under this Agreement.
 - 3.3. "Ford" means Ford Motor Company, as successor-in-interest to Ford Smart Mobility LLC.
 - 3.4. "PII" means: (i) information in any format about an identifiable individual including name, address, phone number, e-mail address, account number(s), identification number(s), any other actual or assigned attribute associated with or identifiable to an individual; (ii) any information that when used separately or in combination with other information could identify an individual; (iii) any non-public information constituting "personally identifiable information" as defined in the Gramm-Leach-Bliley Act and the rules and regulations promulgated thereunder; and (iv) any information constituting "personal information" within the meaning of the California Consumer Privacy Laws.
 - 3.5. "Recall Data" means data linked to any VIN that appears on Ford's internal "Do Not Sell" list.
 - 3.6. "Recall Notice" means notice provided to Client by Company in accordance with notice provision set out in the Agreement regarding any Recalled Data.
4. Client shall implement and maintain an effective information security program to (i) ensure the security of Ford Build Data and any access to Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange; (ii) protect against any anticipated threats or hazards to the security or integrity of Ford Build Data, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange; and (iii) protect against unauthorized access to or use of Ford Build Data, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange. In addition, the Client agrees to promptly notify Company of any known security breach that the Client reasonably determines may have resulted in unauthorized access to the Ford Build Data, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus or Feature Exchange.
5. Client shall comply with all laws, rules, regulations, industry standards, terms, and policies ("Exhibit A Applicable Laws") applicable to the license and use of the Ford Build Data, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus, and Feature Exchange, as set out in this Agreement, including, without limitation, anti-corruption and data privacy laws, including the California Consumer Privacy Laws.
6. Client may not use the Ford Build Data to provide any products or services other than those expressly permitted in the license grant and uses set out in this Agreement without prior written consent from Company.
7. Client shall store the Ford Build Data only in secure areas and shall limit access to the Ford Build Data to those Client Personnel who have a need to access such data in order to carry out the data uses permitted under this Agreement.
8. Client shall not transmit or store any Ford Build Data outside the United States of America and Canada.
9. If Client becomes aware of any findings or trends in the data that, in its opinion, suggest potential concerns with the functionality of vehicle systems, then it shall use reasonable efforts to notify Company, provided that Client is under no obligation to attempt to discover any such findings or trends.
10. Notwithstanding anything to the contrary in this Agreement, Client shall not use the Ford Build Data for any third party vehicle comparison and Client shall not make public or provide to any third party any conclusions drawn regarding the effectiveness of the Ford Build Data or vehicle performance.
11. Except as otherwise permitted under this Agreement Client shall not share the Ford Build Data with any third party.
12. Client shall not use or provide the Ford Build Data in connection with any litigation, whether involving a Client subrogee, Company, Ford or any other party and including as between Client and Company or any related entities, unless otherwise agreed to by the Parties and Ford or as ordered by law, or by a court order or ruling.
13. Client shall not use or retain Recalled Data for any purpose after receipt of a Recall Notice from Company. Company shall reimburse Client for any Fees that Client has paid to Company with respect to Recalled Data within thirty (30) days after (a) Client provides Company written confirmation that Client has complied with its obligations under this Agreement with respect to the Recalled Data, and (b) Company receives reimbursement from Ford for such fees paid to Ford in regard to such Recalled Data.
14. Client shall not retain any Ford Build Data in its possession or control for more than the retention period expressly set out in this Agreement for each of the uses. In no event shall Client retain Ford Build Data longer than allowed by law. All retained Ford Build Data will remain subject to all the use and confidentiality obligations contained in this Agreement.

15. Company grants no right to Client in ChromeData PII except as expressly provided herein. Client shall use ChromeData PII only as allowed under this Agreement or as specifically directed in writing by Company, and shall only reproduce ChromeData PII to the extent necessary for these purposes. Client shall comply with all Exhibit A Applicable Laws including any legally required codes of conduct, including those relating to privacy, security, and data protection. Company has the right to provide the Ford Build Data to Client, and Client will have the right to use the Ford Build Data as permitted under this Agreement, but only if Client at all times complies with the following:

15.1. Client must implement and maintain the necessary technical, administrative, and organizational controls to prevent the linking of the VIN (even if VIN does not come from Company) to a person, household, or a static/persistent ID.

15.2. Client represents and warrants that it will not attempt to link the VIN (even if VIN does not come from Company) to a person, household, or a static/persistent ID.

16. Client shall not (i) sell ChromeData PII, as the term "sell" is defined and used in the California Consumer Privacy Laws, (ii) retain, use, or disclose ChromeData PII for any purpose other than as allowed under this Agreement, (iii) retain, use, or disclose ChromeData PII for any commercial purpose (as defined and used in the California Consumer Privacy Laws) other than as allowed under this Agreement, or (iv) retain, use, or disclose ChromeData PII outside of the direct business relationship between Company and Client.

17. Client shall protect the security, integrity, and confidentiality of ChromeData PII using the standard of care that Client would use in protecting the security, integrity, and confidentiality of its own PII and confidential information, but not less than reasonable care.

18. Client shall implement and maintain reasonable and appropriate practices, procedures, and systems, including administrative, technical, and physical safeguards designed to: (A) protect the security, confidentiality, and integrity of ChromeData PII; (B) ensure against anticipated threats or hazards to the security or integrity of ChromeData PII; (C) protect against unauthorized access to or use of ChromeData PII; and (D) otherwise comply with its obligations under Sections 30 to 33 of this Exhibit A. These safeguards include, without limitation, a written data security plan, employee training, information access controls, restricted disclosures, systems protections (e.g., intrusion protection, data storage protection, and data transmission protection), and physical security measures.

19. With respect to ChromeData PII that has been de-identified (as defined and used in the California Consumer Privacy Laws), Client shall: (A) implement technical safeguards that prohibit re-identification of consumers and other data subjects to whom de-identified PII may pertain; (B) implement business processes that specifically prohibit re-identification of de-identified PII; (C) implement business processes to prevent inadvertent release of de-identified PII; and (D) not make any attempt to re-identify de-identified PII.

20. Client shall host and process all ChromeData PII in the United States unless otherwise agreed in this Agreement. Client shall notify Company promptly in the event of an actual or reasonably suspected security breach, unauthorized access, misappropriation, or other compromise of the security, confidentiality, or integrity of ChromeData PII, and where applicable, immediately take action to prevent any further breach. Such notification must be made promptly to Company by notifying Company's Senior Director Technology (or such other Company designee as identified by Company from time to time) as well as providing written notice to security@jdpa.com and legal@jdpa.com. Client shall implement the remediation plan agreed to by the Parties.

21. Client shall not disclose, or allow access to, ChromeData PII by Client Personnel except: (A) in the performance of this Agreement; (B) with Company's prior written approval; or (C) as required by applicable law, and subject to prompt written notice to Company in accordance with notice provision of the Agreement. When permitted, the disclosure or access to ChromeData PII must be limited to the specific information necessary for the individual to complete the assigned task. Client shall inform and train personnel with access to ChromeData PII of the data protections and confidentiality requirements set forth herein and on the proper use and protection of ChromeData PII.

22. Client shall not sell, disclose, provide, or exchange ChromeData PII to any third party, except that Client may provide ChromeData PII to Client Personnel for the sole purpose of performing services for Client in accordance with Client's rights and obligations under this Agreement, and only if such disclosure is limited only to the specific information necessary for such parties to complete the assigned task. Client is responsible for the acts or omissions of Client Personnel in regard to their performance under this Agreement.

23. Where disclosure is required pursuant to: (A) federal, state, provincial, or municipal laws or regulations; or (B) the rules or regulations of any governmental agency, Client shall provide Company with prompt written notice in accordance with notice provision of the Agreement in advance of the requested disclosure, if legally permitted, to provide an opportunity for Company to object to the required disclosure. Client shall refer any person seeking access to any ChromeData PII, including any subpoenas, interrogatories, search warrant, or request for production of documents, to Company, if legally permitted.

24. Except where return or disposal is prohibited by applicable law, promptly after the termination of this Agreement or termination of the license grant for the Ford Build Data or the written request of Company, all ChromeData PII in any medium in Client's possession or under its control shall be (i) destroyed in a manner that prevents its recovery or restoration, or (ii) if so directed by Company, returned to Company without Client retaining any actual or recoverable copies thereof, in both instances without charge to Company. Where Client retains ChromeData PII, Client will limit Client's further use or disclosure of ChromeData PII to that required by applicable law.

25. Client shall provide information to Company upon written request regarding Client's compliance with Sections 15 to 27. The Parties agree to negotiate modifications to such sections as necessary from time to time for either Party to comply with Exhibit A Applicable Laws.

26. To the extent Company receives any PII in the performance of this Agreement, including PII in relation to Client Personnel ("Client PII"), such Client PII may be stored by Company and Ford on servers in the United States and may be accessible by Company, Ford and Ford's service providers globally. Client is responsible for providing any necessary notices to and collecting any necessary consents from Client Personnel and all other individuals to which Client PII relates to support such storage and access as necessary for Company to perform its obligations and exercise its rights under this Agreement.

27. At the request of Company, Client shall work with Company to enter into any additional provisions or data processing agreements that are required by applicable law in regard to the subject matter of this Agreement.

28. Client certifies that it understands the restrictions set forth in Sections 15 to 27 and will comply with them. For the purposes of such sections, "Exhibit A Applicable Laws" mean any laws that apply to the collector, controller, and processor of the PII.

29. For purposes of this Exhibit A and in addition to the terms related to Confidential Information set out in the confidentiality provision of the Agreement, Client shall notify Company promptly in the event of an actual or reasonably suspected security breach related to Ford

Build Data, as well as Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange as each is used to retrieve Ford Build Data, unauthorized access, misappropriation, or other compromise of the security, confidentiality, or integrity of such Confidential Information, and, where applicable, immediately take action to prevent any further breach. In addition, Client shall implement the remediation plan mutually agreed to by the Parties. Any Client Personnel that receives such Confidential Information from Client must agree in writing to be bound by confidentiality and non-use provisions substantially similar to those specified in the Agreement and this Exhibit A; and further provided that at no time may such Confidential Information be provided to any Client Personnel that is a competitor of Company or Ford, or is an affiliate of or is controlled by any competitor of Company or Ford. Client is responsible for any breach of the confidentiality obligations hereunder by such Client Personnel. Client shall not share any Confidential Information of Company with any third party, including any competitor, affiliate of a competitor, or any person or entity that is controlled by any competitor of Company or Ford, without the prior written agreement of Company, except as may otherwise be permitted under this Agreement or other written agreement between the Parties.

30. Prior to Client or Client Personnel processing or hosting any Ford Build Data provided under this Agreement, ChromeData PII and ChromeData Confidential Information (collectively, "ChromeData Information"), Client and any such parties shall implement and maintain a security program that is based on ISO 27001/27002, or an equivalent industry standard security controls framework, that has administrative, technical and physical safeguards designed to: (i) ensure the security of ChromeData Information; (ii) protect against any anticipated threats or hazards to the security or integrity of ChromeData Information; and (iii) protect against unauthorized access to or use of ChromeData Information as well as Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange as each is used to retrieve ChromeData Information; with internal documentation of any additional security requirements agreed upon by the Parties in the performance of this Agreement ("Secure System").

31. If Client fails to maintain the Secure System, or fails to protect ChromeData Information, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange, then Client shall promptly take the following corrective actions ("Corrective Actions"): (i) investigate and perform a root-cause analysis to identify the cause of the failure; (ii) correct the problem in a commercially reasonable time period, take appropriate preventive measures to reduce the probability of a recurrence, and take appropriate actions to mitigate any adverse effects prior to correction; and (iii) promptly provide Company's Senior Director Technology (or such other Company designee as identified by Company from time to time) at security@jdpa.com with a report of any failure, and provide updates on Corrective Actions. In addition to any other remedies available to Company, in the event that Client or Client Personnel do not maintain the Secure System, Company may immediately suspend any or all of Client or such party's access to the ChromeData Information, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and/or Feature Exchange until the issues are resolved.

32. Client agrees to cooperate with Company's periodic review and assessment of applicable Client's applications, infrastructures, systems, and processes in relation to Client's obligations under this Agreement: (i) no more than once annually during the term of this Agreement, unless there is a reasonable basis to believe that Corrective Action may be warranted; (ii) upon a material change to this Agreement; and (iii) upon a material change to the Secure System. Any information obtained during such review and assessment will be considered Confidential Information of Client but may be shared with Ford.

33. Client shall promptly notify Company of any security breach of the Secure System that affects the ChromeData Information at security@jdpa.com. Client shall implement a remediation plan mutually agreed to by the Parties.

34. If either Party becomes aware of any assertion or position taken by any insurance regulatory authority, or any insurance laws or regulations (or the interpretation or enforcement of such laws or regulations) that the Party believes, in its sole discretion, may materially negatively affect it or its affiliates as a result of this Agreement, then such Party may, upon at least seven days' written notice to the other Party, terminate this Agreement, with neither Party subject to any additional charges under this Agreement arising out of that termination. Client shall use reasonable efforts to notify Company of any assertion or position taken by any insurance regulatory authority or any insurance laws or regulations (or the interpretation or enforcement of such laws and regulations) of which it becomes aware that may materially negatively affect Company or Ford given their involvement under this Agreement.

35. Each Party (the "Indemnifying Party") shall defend, indemnify and hold the other Party and its affiliated and subsidiary companies and their respective officers, directors, employees, agents, contractors, successors and assigns (the "Indemnified Parties") harmless from and against any and all damages, losses, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses) (collectively, "Losses") arising from or in connection with any actual or threatened claims, demands, investigations, and causes of actions by third parties (each a "Claim") to the extent such Claim is based on or is related to (i) bodily injury (including death) or damage to or loss of any tangible property caused by the actions or omissions of the Indemnifying Party or its affiliated and subsidiary companies and their respective officers, directors, employees, agents, contractors, successors and assigns; or (ii) any breach or default of any provision of this Agreement by the Indemnifying Party; or (iii) negligent or intentional acts or omissions of the Indemnifying Party or its affiliated and subsidiary companies and their respective officers, directors, employees, agents, contractors, successors and assigns.

36. Each Indemnified Party shall provide the Indemnifying Party with prompt written notice of any Claim for which the Indemnified Party is seeking or may seek indemnification hereunder (provided that the failure of the Indemnified Party to promptly notify the Indemnifying Party hereunder will not relieve the Indemnifying Party of any liability with respect to the Claim, except to the extent the Indemnifying Party demonstrates that the defense of the Claim is prejudiced by such failure). The Indemnified Party shall provide reasonable cooperation (at the Indemnifying Party's expense) and full authority to defend or settle the Claim. The Indemnifying Party shall keep the Indemnified Party fully informed concerning the status of any litigation, negotiations, or settlements or any such Claim. The Indemnified Party will be entitled, at its own expense, to participate in any such litigation, negotiations, and settlements with counsel of its own choosing. The Indemnifying Party will not have the right to settle any Claim without the Indemnified Party's approval, with such approval not to be unreasonably withheld. The Indemnified Party may reasonably withhold its consent to any settlement of any Claim that does not unconditionally release the Indemnified Party of all liability, that obligates the Indemnified Party to pay any monies, or if such settlement arises from or is part of any criminal action or proceeding, or contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the Indemnified Party.

37. Client shall not sell, license or otherwise provide any product or service that uses or incorporates any trademark, patentable invention, copyrightable work, industrial design or other matter that is the subject of any intellectual property right of the Company, Ford or any of their respective affiliates, except in accordance with this Agreement or where otherwise specifically authorized in writing by Company.

38. Client agrees to provide documentation sufficient to support verification of Client's compliance with this Agreement upon Company's written request. Client shall keep all documents and data relevant thereto for at least 2 years following the earlier of (i) termination of this Agreement and (ii) the termination of the license for Ford Build Data. Company may make copies of these materials, which will be treated as Client Confidential Information but may be shared with Ford.
39. Client agrees to allow Company and its authorized representatives to view and audit, during normal business hours upon advance written notice to Client, any facility, process or entity used to fulfill Client's obligations under this Agreement to determine compliance with the requirements of the terms of this Agreement. Company may exercise its audit rights under this section once per twelve (12) month period, unless there is a reasonable basis to believe a breach has occurred under this Exhibit A, or otherwise required by applicable law. Any information obtained from such audits will be treated as Client Confidential Information but may be shared with Ford.
40. Client shall comply with all Exhibit A Applicable Laws, rules, regulations, orders, conventions, ordinances or standards in the performance of this Agreement, or which relate to the operation of their business, including all applicable export control and sanction laws. Upon request, Client shall certify in writing its compliance with the foregoing. Company requires strict compliance with this provision and has the right to immediately terminate the license for Ford Build Data, as well as Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange as each is used to retrieve Ford Build Data, if there is a breach of this section by Client or any person or entity acting on Client's behalf.
41. In the performance of this Agreement, Client represents and warrants that it or any person acting on its behalf will not give, receive, promise or authorize, or engage in any act that could possibly be construed as giving, receiving, promising, or authorizing a bribe specifically in connection with this Agreement. A bribe is a payment, offer, or promise to pay, or to authorize the payment of, any money, or given or promised to give, or authorized the giving of, any services or anything else of value, either directly or indirectly, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of: (i) influencing any act or decision of that person in their official capacity, including a decision to fail to perform their official functions with such governmental agency or instrumentality or such public international organization or such political party; (ii) inducing such person to use their influence with such governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof; or (iii) securing any improper advantage. A bribe can include entertainment, gifts, travel, favors, or small payments to facilitate routing government action. Bribes made through an agent, broker, consultant, or other third party also are prohibited. Client shall keep accurate books and records in detail sufficient to show that its funds are not used in contravention of this section.
42. Client shall not, without the prior written consent of Company in each instance: (i) use in advertising, publicity, or otherwise the name of Company, Ford or any of their respective affiliates or subsidiaries, or any partner or employee of Company, nor any logo, trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Company, Ford or their respective affiliates or subsidiaries; (ii) represent, directly or indirectly, that any product or any service has been approved or endorsed by Company or Ford; (iii) quote Company's personnel or refer to them by name; or (iv) reference the value, length or any other term of this Agreement.
43. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES DISCLAIM, WAIVE, RELEASE AND RENOUNCE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE IN SCOPE CHROMEDATA IP FOR FORD.
44. Any and all provisions of this Exhibit A that by their nature or effect are required or intended to be observed, kept, or performed after the expiration or termination of this Agreement, or the expiration or termination of the license for the Ford Build Data, will survive such expiration or any termination and remain binding upon and for the Parties' benefit. Without limiting the generality of the foregoing, the rights and obligations set forth in the following sections of this Exhibit A shall survive the termination or expiration of this Agreement or the termination and expiration of the license for Ford Build Data: Sections 4 to 13, 15 to 33, and 36 to 44.

EXHIBIT B

Automotive Description Service-Full for Toyota Build Data, ChromeData VIN Descriptions Service Premium Plus for Toyota Build Data and Feature Exchange

1. The terms of this Exhibit B will apply only to the license and use of the Toyota Build Data as well as Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange when each is used to retrieve the Toyota Build Data (collectively, the "In Scope ChromeData IP for Toyota"). For purposes of this Exhibit B only, to the extent there is a conflict between the terms of this Exhibit B and any other terms of the Agreement, the terms in this Exhibit B shall control with regard to the license and use of the In Scope ChromeData IP for Toyota.
2. Client acknowledges and agrees that Toyota and Toyota Affiliates (collectively, the "Beneficiaries") are third party beneficiaries of this Exhibit B only and such Beneficiaries will have the right to enforce the terms of this Exhibit B against the Client and its Representatives.
3. For the purposes of this Exhibit B only, the capitalized terms in this section will have the meanings set forth below:
 - 3.1. "Covered Vehicle" means Toyota Brand vehicle within the Licensed Territory that, at the time of retrieval from Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus, or Feature Exchange, of the Toyota Build Data relating to such vehicle by Client, is owned or leased by the Client or by a third party to whom the Client then provides (or is contemplating providing) services related to such vehicle, or is a vehicle in which the Client otherwise has a legitimate business interest.
 - 3.2. "Governmental Authority" means any international, national, state, provincial, municipal, local, territorial or other: (i) governmental entity, including any law enforcement official; (ii) regulatory authority; (iii) self-regulatory authority to which Toyota or any Toyota Affiliate belongs; or (iv) judicial or administrative body.
 - 3.3. "Laws" mean all international, federal, state, provincial, and local laws, statutes, ordinances, regulations, rules, or orders of a Governmental Authority.
 - 3.4. "Licensed Territory" means the contiguous United States and Alaska but excluding Hawaii and U.S. territories.
 - 3.5. "Management Contractor" means an entity that Toyota engages as a contractor to administer and manage Toyota's provision of Toyota's as-built data.
 - 3.6. "Toyota" means Toyota Motor Sales, U.S.A., Inc.
 - 3.7. "Toyota Affiliate" means Toyota's parent, subsidiaries, and affiliated entities.
 - 3.8. "Toyota Brand" means TOYOTA®, SCION®, LEXUS®, and any other brands under which vehicles manufactured by Toyota Motor Corporation or any other Toyota Affiliate are or may in the future be marketed.
 - 3.9. "Toyota Entities" means Toyota, the Toyota Affiliates, and private distributors of Toyota Brand vehicles.
4. Client acknowledges and agrees that any Toyota Build Data retrieved from Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange may be used solely for the specific use for which it was retrieved and may not be used in connection with any subsequent use or any other use case. If such Toyota Build Data for the same VIN is needed for more than one permitted use, then Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange must be called separately for each permitted use.
5. Client acknowledges and agrees that (a) Company may disclose to Toyota Client's name, use and any such additional information as reasonably requested by Toyota and (b) Company and Toyota may use any data or information obtained from Client's use of the Toyota Build Data, Automotive Description Service-Full and ChromeData VIN Descriptions Service Premium Plus, provided such use is in accordance with applicable Laws.
6. Except for the limited licenses expressly and unambiguously set forth in the Agreement, Client shall not have any rights, licenses, or other interests in or to the Toyota Build Data, Automotive Description Service-Full or the ChromeData VIN Descriptions Service Premium Plus, including by implication, waiver, estoppel, or otherwise. As between the parties, Company reserves all rights not expressly granted to Client in the Agreement.
7. Notwithstanding any other provision of this Agreement, Company shall have the right, exercisable at any time (a) for any reason or no reason with ninety (90) days' prior written notice to Client, or (b) immediately upon written notice to Client in the event Client or its Representatives fail to comply with any of the requirements of this Agreement, to terminate the license and use of the Toyota Build Data.
8. Client shall not and shall cause any and all of its Representatives not to:
 - 8.1. Use any Toyota Build Data for any uses or in connection with any products, works, or services other than as explicitly permitted under this Agreement.
 - 8.2. Use any Toyota Build Data in connection with vehicles that are not Covered Vehicles.
 - 8.3. Combine or correlate any Toyota Build Data with any datasets, information, or databases except as specifically permitted by this Agreement, and in particular, not (i) link any Toyota Build Data in a manner so as to determine, analyze, or suggest any pattern or frequency by which vehicles bearing any Toyota Brand contain (or have the capacity for) various features, accessories, products, or services at the time of manufacture, assembly, sale, lease (whether as a new or used vehicle), resale, or otherwise or (ii) conduct or enable others to conduct any study, analysis, or other assessment of any Toyota Build Data or any outside reporting on any vehicle equipment-related or other metrics related to the Toyota Build Data, except as expressly authorized under this Agreement.

- 8.4. Access, use, download, or make available Toyota Build Data on a bulk or aggregated basis (whether in anonymized or other manner) or on any basis other than a VIN-by-VIN-specific basis in connection with the Covered Vehicle to which particular Toyota Build Data relates.
- 8.5. Sublicense, transfer, distribute, display, disclose, grant any rights in, or share or provide access to, Toyota Build Data to any third parties other than as expressly permitted in this Agreement.
- 8.6. Use Toyota Build Data other than in full compliance with all applicable Laws.
- 8.7. Engage in "screen scraping," "database scraping," or "database mining" with respect to Toyota Build Data.
- 8.8. Compile or create any database of Toyota Build Data.
- 8.9. Use any Toyota Build Data for any customers or users other than as expressly permitted in this Agreement and for which such data was retrieved from Automotive Description Service-Full and ChromeData VIN Descriptions Service Premium Plus.
- 8.10. Use any Toyota Build Data on a standalone basis except as otherwise expressly permitted in this Agreement.
9. Client acknowledges and agrees that, notwithstanding any other provision of this Agreement, Company shall have the right to suspend (in whole or in part) access to the Toyota Build Data at any time (a) if Company determines (in its sole discretion) that Client (or any of its or their Representatives) has failed to comply with any term of this Agreement, (b) that Company is not reasonably able to continue to provide access to the Toyota Build Data at such time, or (c) that such suspension is reasonably necessary to protect any Company or Toyota systems. If Company determines (in its sole discretion) that it is practicable under the circumstances to provide advance notice to Client of any such suspension, Company shall endeavor to do so. In addition, Client acknowledges and agrees that Company shall have the right, exercisable at any time for any reason or no reason, to require Client to cease using Toyota Build Data in whole or in part. Neither Toyota, Company nor any of Company's Affiliates or Toyota Entities shall have any liability to Client in connection with any such suspension of access to Toyota Build Data or requirement to cease using Toyota Build Data.
10. Client acknowledges and agrees that, notwithstanding any other provision of this Agreement, Company shall have the right at any time (either during or after the term of the license for the Toyota Build Data) to require that Client permanently delete all electronic copies and destroy all tangible copies of such Toyota Build Data in their possession or control if required by Law. In the event that Company requires any such deletion or destruction, Client and its Representatives shall immediately delete and destroy all applicable Toyota Build Data, and Client shall certify in writing under penalty of perjury that Client and its Representatives have complied with the foregoing requirements.
11. Client represents, warrants, and covenants that Client and its Representatives shall comply with all applicable Laws in connection with the use of the Toyota Build Data, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus, and Feature Exchange, and the performance of the activities contemplated in this Agreement.
12. Client shall be fully and directly responsible and liable to Company for any conduct (including any failures to act) related to the Toyota Build Data, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus, and Feature Exchange by the Client's Representatives as if such conduct had been engaged in by Client.
13. Company may terminate the license for the Toyota Build Data, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus, and Feature Exchange immediately for cause if Client or any of its Representatives breaches any provision of this Agreement, including (i) the scope of any license granted herein, (ii) any restriction in this Agreement, or (iii) any of Client's obligations, representations, warranties, or covenants under this Agreement.
14. Upon expiration or earlier termination of this Agreement or the expiration or termination of the license for the Toyota Build Data, Client shall immediately destroy and cease all use of Toyota Build Data, including all copies and duplicates thereof; provided, however, that Client may continue to use the Toyota Build Data after such expiration or termination if expressly permitted in this Agreement and may retain one (1) archival copy of relevant Toyota Build Data solely as required by Law; and provided further that Toyota Build Data will in no event be retained by Client in contravention of its then-current record retention policies and Toyota Build Data will always be subject to the confidentiality and data security standards set forth under this Agreement. The return or destruction of Confidential Information shall be in accordance with Section 33 of this Exhibit B. At Company's request, a senior officer of Client shall certify in writing under penalty of perjury that Client and its Representatives have complied with all of the foregoing requirements.
15. Client acknowledges and agrees that, as between the Parties, the Toyota Build Data, Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange, and all intellectual property rights therein, are the sole property of Company. Any third parties engaged by Company that contributes their content to any of the Licensed Works shall retain all intellectual property rights, in and to their respective third party content. Client shall, and shall ensure that its Representatives, implement and maintain all administrative, physical, and technical safeguards and comply with all other requirements set forth in Section 33 of this Exhibit B, to prevent any unauthorized collection, storage, disclosure, disposal, use of, or access to Toyota Build Data.
16. For purposes of this Exhibit B and in addition to the definition of Confidential Information set out in the confidentiality provision of this Agreement, Confidential Information will also include information either Party may disclose or make available to the other Party about its business affairs, products, intellectual property, or technology, or other non-public sensitive or proprietary information (including third party confidential information), in each case whether or not marked, designated, or otherwise identified as "confidential" ("Exhibit B Confidential Information"). Such Exhibit B Confidential Information includes non-public business or technical information and know-how, data, processes, specifications, procedures, formulas, evaluation and testing standards, marketing plans, strategies, and customer lists. The Toyota Build Data, and all other materials and information from Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Gallery as each is used to retrieve Toyota Build Data, provided to Client, or any of its Representatives, constitutes Exhibit B Confidential Information of Company under this Agreement.

17. Notwithstanding the generality of Section 16 of this Exhibit B, the receiving Party shall have no confidentiality obligations with respect to: (i) Exhibit B Confidential Information it can demonstrate is or becomes known to the public through no violation of this Agreement; (ii) Toyota Build Data permitted to be disclosed publicly in connection with the rights granted under this Agreement; or (iii) Exhibit B Confidential Information that the receiving Party can demonstrate was received from a third party who had a lawful right to disclose such information without obligations of confidentiality; provided, however, with respect to personally identifiable information (which includes any and all information that reasonably could link information to or with any particular individual) and/or any of the disclosing party's employee, customer, or business partner employee names, addresses, e-mail addresses, or telephone numbers, dealer numbers and names, dealer employee names, and/or other similar information obtained pursuant to the activities hereunder, such personally identifiable information shall remain Exhibit B Confidential Information hereunder even if any of the exclusions set forth in this section would otherwise apply.

18. The receiving Party agrees, during the term of the license for the Toyota Build Data and for a period of five (5) years thereafter, not to: (a) disclose (or permit the disclosure of) the Exhibit B Confidential Information to any person or entity, except as otherwise provided elsewhere in this Agreement, each Party may disclose the Exhibit B Confidential Information to its own authorized Representatives who are bound by similar nondisclosure restrictions, (b) use (or permit the use of) the Exhibit B Confidential Information except to exercise its rights or perform its obligations under this Agreement; or (c) alter or remove from any Exhibit B Confidential Information any proprietary marking or legend. Each Party shall use at least the same degree of care in safeguarding the Exhibit B Confidential Information as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than reasonable care be exercised. Notwithstanding the foregoing, the receiving Party and its permitted third party recipients may disclose Exhibit B Confidential Information to the extent such disclosure is required by Law or by the order of a court or similar judicial or administrative body; provided, however, that such Party or applicable third party recipient promptly notifies the other Party in writing of such required disclosure in advance (to the extent permitted by Law), and cooperates with the disclosing Party to seek an appropriate remedy, such as a limitation of such obligation to disclose or issuance of a protective order. If such actions are unsuccessful, or if the disclosing Party otherwise waives its right to seek such remedies, the receiving Party or applicable third-party recipient shall disclose only that portion of the Exhibit B Confidential Information that it is legally required to disclose.

19. Each Party acknowledges that violation of the provisions regarding Exhibit B Confidential Information would cause irreparable harm to the other Party not adequately compensable solely by monetary damages. In addition to other relief, the receiving Party agrees that injunctive relief shall be available to the receiving Party without necessity of posting bond, to prevent any actual or threatened violation of such provisions. Nothing herein contained shall be construed as prohibiting a Party from pursuing any other remedies available to it from such breach or threatened breach. Pursuit of any remedy at law or in equity shall not be deemed an election of remedies.

20. Except as otherwise provided in this Agreement, upon the expiration or termination of this Agreement or the license granted for Toyota Build Data, or upon the disclosing Party's earlier request, and regardless of whether a Dispute (as defined in Section 30 of this Exhibit B below) exists, the receiving Party shall return or permanently destroy, and shall cause all permitted third party recipients to return or permanently destroy, in each case as instructed by the disclosing Party, all Exhibit B Confidential Information of the disclosing Party in its or their respective possession or control and cease all further use thereof. The return or destruction of Confidential Information shall be in accordance with Section 33 of this Exhibit B. At the disclosing Party's request, a senior officer of the receiving Party shall certify in writing that the receiving Party has complied with all of the foregoing requirements.

21. Client acknowledges and agrees, and shall obtain advance written confirmation from its Representatives that have access to Toyota Build Data, that it and they acknowledge and agree, that, notwithstanding anything to the contrary in the Agreement: (a) Company or any of its contributors shall not assume any responsibility or be held liable for any improper or incorrect use of the Toyota Build Data; (b) although the Toyota Build Data has been produced and processed from sources believed to be reliable, no express or implied warranty is made regarding its accuracy, adequacy, currency, completeness, legality, reliability, or usefulness, and all warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of proprietary rights, are disclaimed by Company and its contributors with respect to Toyota Build Data; (c) to the extent data regarding manufacturer's suggested retail price (MSRP) is included in the Toyota Build Data for any particular vehicle, MSRP is based on equipment/configuration at time the applicable vehicle was sold by Toyota or a Toyota Affiliate to an authorized Toyota Brand vehicle dealer or a private distributor in the continental United States, and does not reflect the actual first retail sale price of the vehicle; (d) all Toyota Build Data is provided on an "AS-IS" and "AS-AVAILABLE" basis; and (e) not all Covered Vehicles may have Toyota Build Data available. In addition to any other provisions in the Agreement, Client shall ensure that any and all public-facing websites or other electronic or printed materials that reflect any Toyota Build Data provided under this Agreement clearly, expressly, and conspicuously notify all prospective vehicle purchasers and lessees and any others who access, view, or use Toyota Build Data of the limitations and disclaimers set forth in sections (a) through (d) of this Section 21 and specify that such data may be used solely for personal and noncommercial use and may not be reproduced, sold, published, distributed, modified, displayed, performed, re-posted, or otherwise used for any other purpose.

22. COMPANY AND ITS CONTRIBUTORS TO TOYOTA BUILD DATA WILL NOT HAVE ANY OBLIGATION TO PROVIDE, MAINTAIN, OR UPDATE THE TOYOTA BUILD DATA, OR TO PROVIDE TECHNICAL OR OTHER SUPPORT TO CLIENT, OR ANY OTHER THIRD PARTY WITH RESPECT TO THE TOYOTA BUILD DATA. COMPANY RESERVES THE RIGHT TO ALTER, AMEND, OR MODIFY THE TOYOTA BUILD DATA (INCLUDING THE DATA FIELDS OR FORMATTING), OR SUSPEND (IN WHOLE OR IN PART) THE AVAILABILITY THEREOF, AT ANY TIME AND FOR ANY REASON, IN COMPANY'S SOLE DISCRETION, WITH OR WITHOUT NOTICE. CLIENT HEREBY ACKNOWLEDGES SUCH RISKS, AND, ON BEHALF OF ITSELF AND ITS REPRESENTATIVES, HEREBY ASSUMES SAME AND WAIVES ANY AND ALL CLAIMS ARISING THEREFROM.

23. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, USE OF THE TOYOTA BUILD DATA, IS AT THE SOLE RISK OF CLIENT AND ITS REPRESENTATIVES AND ALL TOYOTA BUILD DATA IS PROVIDED TO CLIENT "AS-IS" AND "AS-AVAILABLE," WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW,

COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH REGARD TO THE TOYOTA BUILD DATA. WITHOUT LIMITING THE FOREGOING, COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY AND ITS CONTRIBUTORS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND THAT ANY TOYOTA BUILD DATA OR ANY PRODUCTS OR RESULTS OF THE ACCESS OR USE THEREOF, SHALL: MEET THE REQUIREMENTS OF CLIENT OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVES OF CLIENT); BE AVAILABLE OR OPERATE WITHOUT INTERRUPTION; ACHIEVE ANY INTENDED RESULT; BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, PRODUCT, OR SERVICE; OR BE SECURE, ACCURATE, COMPLETE, TIMELY, FREE OF HARMFUL CODE, OR ERROR FREE.

24. The license of the Toyota Build Data set out in this Agreement will not be construed or represented as any form of endorsement by Company or Toyota, statement by Company or Toyota of approval, or evaluation of the Client's products or services. This Agreement does not grant to Client the exclusive right to access or otherwise receive or use any Toyota Build Data, and nothing in this Agreement shall be construed to prevent Company, Toyota or any of the Toyota Affiliates from (a) granting any other licenses for the use of the Toyota Build Data to any other person or entity, (b) utilizing or publishing Toyota Build Data through any other channel or medium, or (c) utilizing the Toyota Build Data in the same or any other manner or for the same or any other purpose.

25. Client shall indemnify, defend, and hold harmless Company and the Toyota Entities, the manufacturer of each of the Covered Vehicles, authorized Toyota Brand vehicle dealerships or dealership groups, Management Contractors, and the Representatives of each of them (collectively, "Company Indemnitees") from and against any and all claims (including, for avoidance of doubt, claims by any of Client's customers, as well as from any Representatives of Client), demands, liabilities, losses, suits, causes of action or damages, judgments, fines, penalties, costs, or expenses, including attorneys' fees, arising out of: (a) any breach of this Agreement by or other acts or omissions of Client, any parents, subsidiaries or affiliates of Client, or any of its or their Representatives (collectively, "Client Affiliates") in connection with this Agreement or the activities contemplated herein, (b) any access to or use, reproduction, distribution, disclosure, or publication of any Toyota Build Data, including by Client or any of its Representatives or end users; or (c) claims of intellectual property or other proprietary right infringement or misappropriation arising out of (i) Client's products or services (including any applications, sites, or systems where any such products or services are offered) or (ii) use of Toyota Build Data by Client or any of its Representatives, in breach of this Agreement or outside the scope of the licenses granted herein; (d) claims arising from errors, omissions, or defects in any of Client's products or services (including any applications, sites, or systems where any such products or services are offered); or (e) any failure of Client, or any of its Representatives, to comply with applicable Laws in connection with the activities contemplated under this Agreement.

26. THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 25 WILL APPLY IN THE CASE OF EACH OF THE ABOVE, AT NO EXPENSE TO THE COMPANY INDEMNITEES, WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT OF (A) ONE OR MORE REPRESENTATIVES OF CLIENT OR OTHER THIRD PARTY(IES), OR (B) ONE OR MORE COMPANY INDEMNITEES, EXCEPT ONLY TO THE EXTENT THOSE CLAIMS ARE CAUSED BY THE FRAUD, WILLFUL MISCONDUCT, OR NEGLIGENCE OF A COMPANY INDEMNITEE; PROVIDED, HOWEVER, THAT IN THE EVENT OF ANY SUCH NEGLIGENCE BY SUCH COMPANY INDEMNITEE, CLIENT SHALL NEVERTHELESS BE FULLY RESPONSIBLE UNDER THIS CLAUSE WITH RESPECT TO DAMAGES ARISING OUT OF CLIENT'S COMPARATIVE FAULT OR RESPONSIBILITY, EVEN IF THE COMPARATIVE FAULT OR RESPONSIBILITY OF SUCH COMPANY INDEMNITEE EXCEEDS FIFTY PERCENT (50%). THIS OBLIGATION SHALL BE A CONTINUING OBLIGATION AND EXTEND BEYOND THE TERMINATION OR EXPIRATION OF THE AGREEMENT, SHALL BE JOINT AND SEVERAL WITH RESPECT TO ANY OTHER INDEMNITORS OF THE COMPANY INDEMNITEES, AND SHALL BE IN ADDITION TO, SEPARATE FROM, AND NOT LIMITED BY ANY OBLIGATIONS OR INSURANCE REQUIRED UNDER THIS AGREEMENT.

27. Client shall conduct, at its expense, the defense of any claim covered by Section 25 of this Exhibit B and all negotiations for its settlement or compromise; provided, however, that, without affecting Client's defense obligations, Company may in its discretion participate in the defense, settlement, or other disposition of any such claim at Company's expense, and Company shall have the right to approve the legal counsel retained by Client to defend any such claim; and provided further that Client may not, without Company's prior written consent, settle, compromise, or consent to the entry of any judgment in any commenced or threatened claim, unless such settlement, compromise, or consent: (a) includes a full, complete, permanent, and unconditional release, and if applicable, dismissal with prejudice, of the Company Indemnitees from all liability arising out of such claim; and (b) is solely monetary in nature and does not include a statement as to, or an admission of, fault, culpability, wrongdoing, or failure to act by or on behalf of, any Company Indemnitee or otherwise adversely affect, impose obligations upon, or impair the rights of any Company Indemnitee. Company may select and appoint alternative attorneys and the reasonable cost and expense thereof shall be paid by Client if (i) a claim is initiated by a Governmental Authority, or (ii) Client fails to appoint an attorney approved by Company within ten (10) days after Company has notified Client of any commenced or threatened claim, or after Client becomes aware of such claim, whichever is earlier.

28. Upon at least fifteen (15) calendar days' prior written notice to Client, Company, at its sole expense, shall have the right to audit the appropriate records of such entity. Such records may include but are not limited to the guidelines, practices, and procedures of such entity that are reasonably required to verify its use of the Toyota Build Data as well as Automotive Description Service-Full, ChromeData VIN Descriptions Service Premium Plus and Feature Exchange as each is used to retrieve such Toyota Build Data, as applicable, in compliance with the terms and conditions of this Agreement. Such audits shall be performed no more than once each calendar year during the Term of this Agreement, unless an audit reveals an actual or potential issue, in which event Company may audit more frequently at its discretion. Any such onsite audit shall (a) be conducted during Client's normal business hours, (b) not interfere with the normal business operations of the applicable entity, and (c) be subject to any reasonable and generally applicable security guidelines provided by the applicable entity in advance in writing. Client shall segregate its respective books and records in a manner that facilitates such an

audit. Expenses assumed by Company in connection with this section shall include all amounts charged by outside vendors retained by Company to conduct such audits, but shall not include any costs incurred by Client in association with the audits. If any such audit reveals that Client has underpaid Company with respect to any amounts due under this Agreement, Client shall promptly pay the amounts necessary to rectify such underpayment, together with interest in the amount of one and one-half percent (1.5%) per month (for an annual rate of 18%) calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law. In addition, Client shall pay for the costs of the audit if the audit determines that Client's underpayment exceeds five percent (5%) for any 12-month period.

29. WITH REGARD TO TOYOTA BUILD DATA, CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL ANY OF THE COMPANY INDEMNITEES BE LIABLE IN CONNECTION WITH THE APPLICABLE TERMS OF THIS AGREEMENT OR ANY ACTIVITIES CONTEMPLATED HEREIN FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, COVER, OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES OR LOSSES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN ADDITION, WITH REGARD TO TOYOTA BUILD DATA, UNDER NO CIRCUMSTANCES SHALL THE COMPANY INDEMNITEES' TOTAL CUMULATIVE LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THE APPLICABLE TERMS OF THIS AGREEMENT OR THE ACTIVITIES CONTEMPLATED HEREIN, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF (A) THE TOTAL AMOUNTS PAID TO COMPANY FOR THE USE OF TOYOTA BUILD DATA UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (B) TEN THOUSAND U.S. DOLLARS (\$10,000). THE FOREGOING LIMITATIONS OF LIABILITY EXPRESSLY APPLY TO ANY AND ALL DAMAGES OR LOSSES THAT CLIENT, OR ANY OTHER THIRD PARTY MAY INCUR BY REASON OF: (I) ENTERING INTO OR RELYING UPON THIS AGREEMENT OR ANY TOYOTA BUILD DATA; (II) ACCESSING OR USING, OR BEING UNABLE TO ACCESS OR USE, ANY TOYOTA BUILD DATA; (III) ERRORS, INACCURACIES, OR OMISSIONS IN ANY TOYOTA BUILD DATA; (IV) ANY FAILURE OR DELAY IN THE AVAILABILITY OF ANY TOYOTA BUILD DATA; OR (V) ANY OTHER REASON. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL BE LIMITED TO THE EXTENT ANY WAIVER OR LIMITATION OF LIABILITY OR RIGHTS ARE RESTRICTED BY APPLICABLE LAWS. CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY WOULD NOT HAVE PERMITTED ACCESS TO THE TOYOTA BUILD DATA, OR ENTERED INTO THIS AGREEMENT TO LICENSE THE TOYOTA BUILD DATA, WITHOUT THESE PROVISIONS OF LIMITATION, AND THIS IS A REASONABLE AND KNOWING ALLOCATION OF RISK AND RESPONSIBILITIES BETWEEN THE PARTIES.

30. In relation to the Toyota Build Data, any and all disputes, claims or causes of action arising out of or relating to this Agreement or any Toyota Build Data (including any alleged violation of this Agreement, any controversy relating to the interpretation or enforceability of this clause, the arbitrability of any dispute, or any claim that this Agreement (or any part thereof) is invalid, illegal or otherwise voidable (or void)) (collectively, "Dispute") shall be resolved in accordance with the procedures specified in this clause, as follows, which shall be the sole and exclusive procedures for the resolution of any such Disputes concerning Toyota Build Data:

- 30.1. The Parties shall attempt promptly and in good faith to resolve any Dispute arising out of or relating to the Agreement by negotiation.
- 30.2. If any Dispute should arise between the Parties that cannot be resolved through negotiation, the Parties shall endeavor to settle the Dispute by mediation. Either Party may request in writing that the other Party mediate the Dispute; such notice shall set forth the subject of the Dispute and the relief requested ("Dispute Notice"). Unless the Parties otherwise agree, the mediation shall be conducted by a mediator affiliated with and under the rules of: JAMS or the International Institute for Conflict Prevention and Resolution (formerly known as the CPR Institute for Dispute Resolution) ("CPR"). The selection of an organization by the Parties shall be made within ten (10) business days after a Party requests mediation of a Dispute pursuant to this provision. If an organization/judge and applicable rules have not been agreed upon within such ten-day period, then the Dispute shall be mediated in accordance with the CPR Mediation Procedure and a single mediator shall be chosen by CPR.
- 30.3. If within ninety (90) days of the date of the Dispute Notice the Dispute is not resolved, either Party may serve the other Party with a written notice of binding arbitration. Unless the Parties otherwise agree, the arbitration shall be conducted by and under the commercial arbitration rules of the same organization that conducted the mediation. The arbitration shall be conducted by a panel of three (3) arbitrators. The Party initiating the arbitration shall designate its selected arbitrator in its notice of arbitration. The other Party shall have ten (10) business days to designate its Party-selected arbitrator. The arbitrators selected by the Parties shall then agree upon a third arbitrator within fifteen (15) business days of the selection of the second arbitrator. If either Party fails to appoint an arbitrator, or if the Party-selected arbitrators cannot agree on the third arbitrator, then the dispute resolution service whose rules govern the arbitration shall appoint the arbitrator.
- 30.4. The arbitrators are not empowered to award damages in excess of those permitted under this Agreement and may award attorneys' fees and legal costs and expenses incurred to comply with the provisions of Section 30 of this Exhibit B.
- 30.5. Notwithstanding any contrary terms in this Agreement, a Party may file a complaint limited to seeking provisional judicial relief pending the outcome of the mediation or arbitration provided by Section 30 of this Exhibit B. If any legal action or proceeding becomes necessary to seek provisional equitable relief, or to enforce the provisions of Section 30 of this Exhibit B or to enforce the award of the arbitration, such legal action or proceeding shall be brought exclusively either (a) in any state court of competent jurisdiction located in Collin County, Texas, or (b) in the United States District Court for the Northern District of Texas, Dallas Division, and the Parties expressly consent, and waive any objections, to subject matter jurisdiction, personal jurisdiction and venue in such courts. THE PARTIES EXPRESSLY AGREE THAT, NOTWITHSTANDING THE DESIGNATION OF BOTH STATE AND FEDERAL COURTS FOR JURISDICTION AND VENUE, NEITHER PARTY IS WAIVING ITS RIGHT, AS PERMISSIBLE UNDER 28 U.S.C. SECTION 1441 (A)-(F), TO REMOVE MATTERS ORIGINALLY FILED IN STATE COURT TO FEDERAL COURT, AS SPECIFIED IN THIS SECTION 30.5 OF THIS EXHIBIT B. THE PARTIES FURTHER

ACKNOWLEDGE AND AGREE THAT, SHOULD A MATTER BE FILED IN STATE COURT IN COLLIN COUNTY, TEXAS, AND SUCH MATTER IS PROPERLY REMOVABLE UNDER SECTION 1441, NO PARTY SHALL OBJECT TO THE REMOVAL AND TRANSFER OF THE MATTER PURSUANT TO 28 U.S.C. SECTION 1404 TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION. Furthermore, the Parties expressly consent, and waive any objection, to being served with process of any such legal action or proceeding in accordance with the notice provisions of this Agreement.

30.6. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., to the exclusion of state laws inconsistent therewith and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

30.7. The place of arbitration shall be Dallas, Dallas County, Texas.

30.8. All negotiations and proceedings pursuant to this Section 30 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable Law.

31. Client shall not have any right to use the names, logos, symbols, domain names, or any other trademarks of Toyota or any Toyota Affiliates (collectively, "Toyota Marks"), unless and until each such use is approved in advance and in writing by Toyota. Client shall not directly or indirectly obtain or attempt to obtain during the Term or at any time thereafter, any right, title, or interest in or to any Toyota Marks, or directly or indirectly register or attempt to register any domain name that is confusingly similar to any domain name contained within the Toyota Marks. Toyota may withdraw its approval with respect to any use of the Toyota Marks by Client at any time, at Toyota's discretion, upon written notice to Company or Client, and Client shall immediately discontinue such use of the Toyota Marks upon receipt of such notice. Except with respect to internal business communications, communications with any Governmental Authority, or as required by Law, Client shall not utilize this Agreement for purposes of or in any manner that intentionally gives rise to advertising or publicity, unless such use is specifically approved by Company in writing in advance.

32. With regard to In Scope ChromeData IP for Toyota, the applicable terms of this Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws rules or principles that might refer such construction to the laws of another jurisdiction.

33. Data Handling Requirements; System Security Requirements

33.1. Definitions. For purposes of this Section 33 only (unless expressly incorporated elsewhere in this Exhibit B), capitalized terms in this Section 33 will have the meanings set forth herein. To the extent there is a conflict between the definitions in this section and any definition in the Agreement, the definitions in this section shall control with regard to this Section 33 only.

33.1.1. "Data Center Provider" means any third party engaged by Client to provide services related to the use, storage or processing of Toyota Build Data or other Exhibit B Confidential Information solely at a secure data center, and subject to the terms and conditions of the Agreement.

33.1.2. "Data Protection Laws" means any and all current and future foreign, international or U.S. federal, state or local laws, rules, or regulations, including as amended: (a) in relation to the protection of Personal Data (as defined in Section 33.1.5 of this Exhibit B) (including from unauthorized disclosure, use or reproduction), privacy or the interception, recording or monitoring of communications; or (b) that triggers a duty to protect the rights of an individual whose Personal Data is being processed; or (c) that triggers a duty to notify an individual whose Personal Data has been, or may have been, the subject of unauthorized access. "Data Protection Laws" shall include the "Applicable EU Data Protection Law," which means the EU General Data Protection Regulation (Regulation 2016/679). To the extent the term "Law" or "Applicable Law" is defined in this Agreement, the Parties agree that Data Protection Laws shall be included in such definition.

33.1.3. "Client Personnel" means all personnel furnished or engaged by Client to perform any activities related to Toyota Build Data, or other Exhibit B Confidential Information contemplated under this Exhibit B (including under this Section 33), including, without limitation, officers, employees, representatives and agents of Client, Client's affiliates, and Client's permitted subcontractors, including any Data Center Provider.

33.1.4. "Client Systems" means Client's networks, systems and premises and those of Client's permitted subcontractors, including any Data Center Provider.

33.1.5. "Personal Data" means (a) any personal information that, by itself or in combination with other information, is capable of, directly or indirectly, identifying, locating or contacting a natural person, which may include, but is not limited to: name, address, telephone number, e-mail address, social security number, driver's license number; state-issued identification card number or other identification number; an account number, credit or debit card number, in combination with or without any required security code, access code or password that would permit access to an individual's financial account; location data; online identifier (including pseudonymous identifiers); demographic or behavioral data, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of such natural person; or (b) any other information that constitutes "personally identifiable information," "personally identifiable health information," "personal data," "protected data," "non-public personal information" or any similar category of protected information or data under any applicable Laws. Except with respect to compliance with the Applicable EU Data Protection Law, Personal Data shall not include the business contact information of employees of Company, or any its Affiliates or agents, representatives or Client Personnel, as well as any other business contact information identified specifically in this Agreement as not to be within the definition of Personal Data. Personal Data shall not be excluded from coverage under this Section 33 merely because it is provided to Client in a manner that commingles the Personal Data with other data that is not Personal Data. Personal Data shall be considered Exhibit B Confidential Information.

- 33.1.6. "Security Incident" includes, but is not limited to: (a) a physical trespass on a secure facility in which Exhibit B Confidential Information is maintained; (b) intrusion or hacking into Client Systems on which Exhibit B Confidential Information is maintained; (c) loss or theft of any type of information storage device or printed materials, in each case which contain Exhibit B Confidential Information; (d) the loss, destruction, alteration, disclosure of, unauthorized access to, or accidental, unauthorized or unlawful processing of Exhibit B Confidential Information; or (e) any circumstance pursuant to which applicable Data Protection Laws requires either notification to be given to affected parties or other activity in response to such circumstance.
- 33.2. Safeguarding Data. In addition to the requirements of this Exhibit B and the Agreement, Client shall, and shall ensure that Client Personnel, implement and maintain all commercially reasonable administrative, physical and technical safeguards ("Safeguards"), generally accepted security best practices, as well as any additional specific requirements set forth in the Agreement that prevent any unauthorized collection, storage, disclosure, disposal, use of, or access to, Exhibit B Confidential Information (including Toyota Build Data). Such Safeguards shall include (a) physical security, (b) network, application, database and platform security, including testing, auditing, corrective action and incident response plans, (c) secure transmission and storage of Exhibit B Confidential Information (including encryption), (d) authentication credentials expirations, (e) password complexity, (f) logging of individual access, and (g) compliance with industry standards and compliance with all applicable Laws. In no event shall Client use less than the level of care that satisfies the requirements of all applicable Laws, including all applicable Data Protection Laws. Unless otherwise provided in the Agreement, Exhibit B Confidential Information shall be wholly located within the United States.
- 33.3. Privacy Administrator. Each Party shall upon request designate to the other Party the authorized representative who shall be responsible for receiving all notices and handling all administrative matters under this Section 33 relative to a Security Incident. The Parties shall cooperate with each other and coordinate activities relating to the transmission, receipt and handling of Personal Data.
- 33.4. Information Security Incident Policy.
- 33.4.1. Client shall maintain a documented and commercially reasonable incident response process ("Incident Response Process") and an incident response team with defined roles and responsibilities, and shall provide a summary of such incident response process to Company upon request. Client shall implement an Intrusion Detection System ("IDS") or service to monitor Client's networks used in connection with this Agreement for suspicious network activity twenty-four (24) hours a day, seven (7) days a week.
- 33.4.2. In the event of a Security Incident, Client shall (and to the extent applicable, shall cause its Client Personnel to) (a) take immediate steps to remedy the breach at Client's sole cost and expense in accordance with applicable laws, rules and regulations, (b) implement the communication plan set forth in Section 33.5 below, (c) execute the Incident Response Process, including recovery processes, and (d) take any other prompt actions (including as required elsewhere in this Section 33) to ensure that such Security Incident or potential Security Incident shall not recur.
- 33.4.3. In the event Client reasonably believes a Security Incident occurred, Client shall promptly examine all relevant logs, including IDS logs and server logs, for unauthorized access to Exhibit B Confidential Information. The period to be examined must encompass at least the last ninety (90) days.
- 33.4.4. Client shall maintain documentation on Security Incidents.
- 33.4.5. Client shall ensure that all evidence is preserved in a manner consistent with applicable Laws and the intended use of the evidence and properly maintain the chain of custody.
- 33.4.6. Client shall discuss such unauthorized access with Company. Company may request that a third party be selected and engaged to review such logs and advise Company. Client shall use reasonable efforts to cooperate with Company to correct any unauthorized possession, disclosure, use of Exhibit B Confidential Information or other Security Incidents, and in any litigation and investigation deemed necessary by Company to protect Company's, Toyota's and the Toyota Affiliates' proprietary rights.
- 33.5. Communication Plan. Client shall immediately communicate with Company and resolve in a manner consistent with the processes described in this Section 33 any security-related issues which affect the confidentiality, integrity or availability of Exhibit B Confidential Information. Such issues include but are not limited to unauthorized access or modification of Exhibit B Confidential Information (including any Security Incident) and Client Systems' denial of service. Without limiting the generality of the foregoing, in the event that Client experiences a Security Incident that results, or could reasonably be expected to result, in the unauthorized access to or acquisition, use, loss, destruction, alteration, compromise or disclosure of any Exhibit B Confidential Information: (a) Client shall notify Company's Senior Director Technology (or such other Company designee as identified by Company from time to time), and notify Company by email at security@jdpa.com, within twenty-four (24) hours; and (b) if the Client System has been compromised or unauthorized use is in progress, then upon the request of the Company technical representative or designee Client shall shut down all access to the Client System within two (2) hours. Each such notification shall describe the probable risk, potential corrective actions, their impact and a plan for implementing the corrective actions selected. Notwithstanding anything to the contrary in the Agreement, and to the extent not prohibited by applicable Data Protection Laws, Company shall make the final decision on notifying customers of Company, Toyota, Toyota Affiliates, employees, service vendors, appropriate Governmental Authorities or other regulatory agencies or the general public of any Security Incident to the extent it impacts Exhibit B Confidential Information.

33.6. Security Audits. This section describes the conditions under which Company shall engage in security audits.

33.6.1. Client Supplied Audits.

33.6.1.1. Client shall, on request, provide these annual reports to Company, which shall be prepared by a third-party security auditors and shall at least encompass the provisions of this Exhibit B: (a) a current "ISO 27001," ISO-certified report; (b) a current "SSAE SOC 2, Type II" report; or (c) Compliance Assessment report (an independent assessment using ISO 27001 as the framework on which to base the assessment). These reports shall indicate compliance with the standards of the Agreement (including this Section 33).

33.6.1.2. In addition, Client shall: (a) obtain a written representation from any permitted subcontractor that (i) such permitted subcontractor is certified under ISO 27001 as compliant (as determined by a third-party security auditor); or (ii) such permitted subcontractor shall provide Client with copies of any audit reports of external auditors hired by such permitted subcontractor (if any) in accordance with Section 33.6.1 (Client Supplied Audits) verifying such permitted subcontractor's security measures, and (b) provide such permitted subcontractor detailed audit reports obtained by Client in accordance with this Section 33.6.1 to Company.

33.6.2. Company Right-To-Audit Security. In addition to Section 33.6.1 (Client Supplied Audits) above, Company reserves the right to audit Client or any permitted subcontractor. Company or a mutually acceptable third party may perform an annual security audit upon reasonable written notice of not less than thirty (30) days, if deemed necessary by Company at its sole discretion, to determine Client's compliance with the security obligations set forth in this Agreement (including under this Section 33). Client shall ensure that its agreements with its permitted subcontractors give Client the right to perform such security audits upon them. In each instance, this activity shall not be less than one business day and shall not exceed one business week. Client shall retain all records arising out of or related to such audit for a period of at least five (5) years unless a longer period is set forth in the Agreement (including in this Section 33).

33.6.3. Security Incident Audit. Notwithstanding the foregoing, Company or a mutually acceptable third party may perform a security audit any time after the conclusion of a Security Incident upon reasonable written notice of not less than ten (10) business days.

33.6.4. Audit Remediation. Client shall, at its sole expense, promptly remediate (or cause any permitted subcontractors or Client Personnel to promptly remediate) any weakness or deficiency that is reflected in any report, identified as a result of any other audit or assessment described in Section 33.6 (Security Audits) or elsewhere in the Agreement, or otherwise discovered by Client (including as identified in any self-assessment conducted by Client or identified to Client by Company or a third party).

33.6.5. Audit Reimbursement. In the event that an audit pursuant to Section 33.6 (Security Audits) determines that Client is not in material compliance with its security obligations as described in the Agreement (including in this Section 33), then Client shall institute corrective measures at its sole expense to bring Client (including any of its subcontractors and Client Personnel) into compliance. In addition, Company reserves the right to conduct an additional audit, if Client was found not to be in compliance with security obligations set forth herein and, notwithstanding the limitation that this additional audit may occur only once in any annual period separate from the provisions in Section 33.6 (Security Audits), Company may re-audit Client's performance hereunder during such annual period regarding the specific deficiencies found.

34. Restrictions on AI Usage. Client shall not, nor shall it allow permitted sub-licensees, if any, without written permission by Company, to use, process, input, upload, or otherwise incorporate any Toyota Build Data and/or any data derived from such Toyota Build Data for:

34.1. training, development, validation, or improvement of any machine learning algorithms or artificial intelligence systems, models, or applications;

34.2. creation, modification, or enhancement of any large language models, generative AI, or similar technologies; and/or

34.3. integration with, feeding into, or processing through any artificial intelligence tools, systems, or platforms.

For avoidance of doubt, Company has the sole and absolute right to grant permission to allow the Client, or a permitted sub-licensee, to use the Toyota Build Data and/or any data derived from such Toyota Build Data for any purpose above. Such decision by Company is in Company's sole discretion.

Any written permission from Company to Client for any permitted sub-licensee to use Toyota Build Data and/or any data derived from such Toyota Build Data for any purpose stated above, shall be (a) specific to a particular use case under an Order, (b) for a specific named permitted sub-licensee, as applicable, and (c) contingent upon Client attesting that Client has a written agreement in place with the permitted sub-licensee under which:

34.4. the permitted sub-licensee's AI model(s) are proprietary (e.g., internally developed) or they are self-hosted (e.g., deploying a copy of a model on their own servers); and

34.5. when the applicable Order where the particular use case is documented or the Agreement terminates, Client will require the permitted sub-licensee to destroy the model into which Toyota Build Data was input.

The above requirements for any permitted sub-licensee to use Toyota Build Data and/or any data derived from such Toyota Build Data as set out in sections 34.1, 34.2 and 34.3 will also apply to the Client if any written permission from Company is provided to Client.

35. Any and all provisions of this Exhibit B that by their nature or effect are required or intended to be observed, kept, or performed after the expiration or termination of this Agreement, or the expiration or termination of the license for the Toyota Build Data, shall survive such expiration or any termination and remain binding upon and for the Parties' benefit. Without limiting the generality of the foregoing, the rights and obligations set forth in the following sections of this Exhibit B shall survive the termination or expiration of this Agreement or the termination and expiration of the license for Toyota Build Data: Sections 5, 11, 12, 14-17, 20, 22, 23, 25-27, and 29-35.