

Digital Deal Jacket End User Agreement

Effective Date: January 10, 2024

Welcome to the Digital Deal Jacket portal and the services provided therein. The Digital Deal Jacket portal is brought to you by Unite Digital, LLC (“Unite,” “We,” “Us,” “Our”), as a service provider on behalf of an original equipment manufacturer and their related affiliated dealerships (“Dealership”). The Digital Deal Jacket portal is provided as a tool to provide certain information and services. Such information and services include without limitation, the ability for Dealership personnel to facilitate the sale of vehicles, parts, and other merchandise as well as to provide Dealership customers with a good service experience, including a pleasant User interface design and User experience (the “Services”). This End User Agreement (“Agreement”) applies only to the portal, the Services provided therein, and all websites, including all e-mail, text, live chat, and other electronic messages, software, graphics, and photographs, that link to or display this Agreement (collectively, the “Digital Deal Jacket” or “Portal”), not to other service provider or Unite websites.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING OR ACCESSING THE DIGITAL DEAL JACKET, AS IT CONTAINS IMPORTANT INFORMATION AND LEGAL RIGHTS, REMEDIES, RESTRICTIONS AND OBLIGATIONS. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN UNITE AND THE USERS OF DIGITAL DEAL JACKET, WHICH INCLUDES DEALERSHIP EMPLOYEE PERSONNEL, CUSTOMERS, AND POTENTIAL CUSTOMERS (“USER,” “YOU” AND “YOUR”).

BY ACCEPTING THIS AGREEMENT AND OTHERWISE ACCESSING OR USING DIGITAL DEAL JACKET, YOU ARE INDICATING THAT YOU HAVE BOTH READ AND ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS OR USE DIGITAL DEAL JACKET.

NOTE: THIS AGREEMENT CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH UNITE. YOU MAY OPT OUT OF THE CLASS ACTION WAIVER AS PROVIDED BELOW.

YOU AFFIRM AND REPRESENT THAT YOU HAVE LEGAL CAPACITY AND AUTHORIZATION TO ACCEPT THIS AGREEMENT:

- You are at least 16 years of age and otherwise able to enter into a valid, binding agreement (including where necessary with parental/guardian consent), as determined by the laws of your state of residency, to assume the obligations set forth in this Agreement and to access and use Digital Deal Jacket. You accept this Agreement each time you access Digital Deal Jacket. If you do not accept this Agreement, you must not use the Digital Deal Jacket.
- **If you are agreeing to this Agreement as a representative of an entity, you represent that you have the authority to bind that entity.**

1. CHANGES TO THIS AGREEMENT

UNITE RESERVES THE RIGHT TO MODIFY THE DIGITAL DEAL JACKET OR THIS AGREEMENT AT ANY TIME IN OUR SOLE DISCRETION. This Agreement was published and became effective on the “Effective Date” indicated above.

Changes to this Agreement will be made by updating this page. Any such modifications shall be effective on the “Effective Date” indicated above. Depending upon the nature of the modifications, we may provide additional notice of such changes on Digital Deal Jacket and/or **by notifying you through Digital Deal Jacket or otherwise electronically**, using the contact information we have for you.

If you continue to use Digital Deal Jacket after the effective date of the change or otherwise agree to the change, the change will become part of this Agreement as of the effective date of the change.

If you do not agree with such changes you must stop using Digital Deal Jacket immediately.

You should frequently review this Agreement (including the effective date) and applicable policies and other documents from time to time to understand the terms that apply to your use of Digital Deal Jacket.

If you do not agree with any modifications or changes to this Agreement or Digital Deal Jacket, your sole and exclusive remedy is to not use Digital Deal Jacket.

You may print or save a copy of this Agreement for your records.

2. PERMITTED USE; RESTRICTIONS.

Authorized Purposes. Subject to the conditions set out below, Digital Deal Jacket, including any Unite Content (defined in Section 8 below) is made available for the following purposes (the “**Authorized Purposes**”):

- Where a customer or potential customer is initiating contact with Dealership personnel to inquire about or purchase a Dealership vehicle, part, product, or service:
 - as an existing customer who has purchased Dealership vehicles, parts, products, or services before;
 - in-person at a Dealership location;
 - by calling, texting, emailing, or otherwise contacting Dealership or its third party service providers directly through electronic means;
 - by filling out and submitting a lead-form
 - by mailing Dealership or its third party service providers letters, hard copy forms, or other paper content;
 - uploading data or completing online forms on Digital Deal Jacket.
- Where Dealership personnel is initiating contact with Unite, our program partners, or our service providers to obtain customer support on the Services or Portal.
- Where Dealership personnel is responding to an inquiry from a customer or potential customer about or purchasing a Dealership vehicle, part, product, or service:
 - in-person at a Dealership location;
 - by calling, texting, emailing, or otherwise contacting the Dealership personnel directly through electronic means;
 - by filling out and submitting a lead-form
 - by mailing the Dealership personnel letters, hard copy forms, or other paper content;
 - uploading data or completing online forms on Digital Deal Jacket.

Dealership's personnel may only access, query and edit information provided in Digital Deal Jacket to the extent that a customer or potential customer has independently provided this information to such Dealership personnel through or after initiating contact with the Dealership personnel through one of the above listed channels and for an Authorized Purpose.

License. Subject to your compliance with this Agreement, Unite grants you a limited, non-exclusive, non-transferable right to access and use Digital Deal Jacket and the Unite Content in accordance with the Terms, in each case solely for Authorized Purposes and not for any other reason. Your use of Digital Deal Jacket

may be subject to certain limitations – certain services, applications, information, systems, and functionality that are available to some users may not be available to you. You will not and will not permit any other person to create User IDs based on false or non-existing identities. If you breach any of the provisions of this Agreement, including those set forth in this Section 2, the above license will terminate automatically and you must immediately destroy any downloaded or printed Unite Content (and any copies thereof) and cease your access to and use of Digital Deal Jacket. All Unite Content and all worldwide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights, and all other rights in or relating to the Unite Content (collectively, the “**Intellectual Property**”) are owned by Unite or are the property of our licensors and suppliers who have given us permission to use it. **USE OF DIGITAL DEAL JACKET OR THE UNITE CONTENT IN ANY MANNER OTHER THAN AS PROVIDED IN THIS AGREEMENT IS STRICTLY PROHIBITED AND MAY INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS OF UNITE AND/OR ITS LICENSOR(S), SUBJECTING YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING WITHOUT LIMITATION MONETARY DAMAGES AND IMPRISONMENT FOR COPYRIGHT INFRINGEMENT.**

Prohibited Activities. you agree that any use of Unite Content is personal to you and that you will not, directly or indirectly, nor will you attempt to or permit, enable or cause any other person or entity to do or attempt to, do any of the following:

- reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of Digital Deal Jacket;
- modify, translate, or create derivative works based on any element of Digital Deal Jacket or the Unite Content;
- rent, lease, distribute, sell, resell, assign, or otherwise transfer the rights to use Digital Deal Jacket or the Unite Content;
- remove any proprietary notices from the Unite Content; or
- use Digital Deal Jacket or the Unite Content for any purpose other than an Authorized Purpose.

You also agree that you will not, directly or indirectly, nor will you attempt to or permit, enable or cause any other person or entity to do or attempt to, do any of the following:

- interfere with or disrupt the integrity or performance of Digital Deal Jacket;
- introduce any software into Digital Deal Jacket;
- attempt to gain unauthorized access to any portion of Digital Deal Jacket or its related systems or networks, or any other accounts, computer systems, or networks connected to the Portal, whether through hacking, password mining, or any other means.
- use any robot, spider, scraper or other automated system, software or other means to extract data from Digital Deal Jacket, whether for commercial, personal or non-commercial use;
- use any device, software or routine that interferes or attempts to interfere with the normal operation of Digital Deal Jacket or take any action that imposes an unreasonable load on Unite’s computer or network equipment;
- bypass or circumvent any measures employed to prevent or limit access to all or any portion of Digital Deal Jacket and the Unite Content;
- use any type of key code, radio code, or other measure to circumvent any anti-theft or security measures with respect to Digital Deal Jacket or vehicle security;
- otherwise use any unauthorized software to process data within or extracted from Digital Deal Jacket or the Unite Content;

- reproduce, duplicate, disseminate, copy, sell, trade, resell or exploit Digital Deal Jacket or any of the Unite Content; or
- otherwise use Digital Deal Jacket or the Unite Content:
 - in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order treaty, or other law;
 - to stalk, harass, or harm another individual;
 - to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity or otherwise engage in fraudulent or misleading activity; or
 - in a manner that violates or infringes the rights of any other person or entity.

Monitoring. Notwithstanding anything else in this Agreement or otherwise, Unite may (but is not required to) monitor access and use of Digital Deal Jacket and the Unite Content by you and any other Users.

Reservation of Rights. Except as expressly granted in this Agreement, there are no other licenses granted to you or any individual authorized by you, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Unite.

3. THIRD PARTY HOSTING.

Unite may use the services of one or more third parties to deliver all or part of Digital Deal Jacket. Unite will pass-through any warranties to the extent that Unite receives any from its then current third-party service provider that it can provide to you. You agree to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to you from time to time.

4. THIRD PARTY AND CO-BRANDED WEBSITES AND OTHER SERVICES

Digital Deal Jacket may contain links to third-party websites, mobile applications or other services, operated by a third party and subject to different terms. You should review the terms on any website, mobile application or online service. Please be aware that Unite is not responsible for and cannot control the terms and practices of other websites or third parties. Digital Deal Jacket may also contain links to co-branded websites that may display the Unite US logo and trademarks or a Dealership's logo and trademarks but are maintained by third parties, and do not display this Agreement. Please read the terms provided on these co-branded websites, which govern the practices relating to that website.

5. PASSWORDS AND USER IDS.

User ID. To access and use Digital Deal Jacket you must be an authorized User with an active User id (e.g., your email address) (your "**User ID**"). To log in to Digital Deal Jacket, you must enter your User ID and password. If you have not been issued or are unsure what your User ID is, you should contact your Dealership. Unite will have the right to approve, reject or revoke your User ID and/or your access to and use of Digital Deal Jacket at any time, in Unite's sole discretion. You are prohibited from sharing or permitting any other person or entity to use your User ID to access Digital Deal Jacket.

Passwords. You are responsible for maintaining the confidentiality of your User ID and password ("**Password**"), and you are responsible for all activities that occur using your Password. You agree not to distribute, sell, assign, or otherwise share your Password, let others access or use your Password or do anything else that might jeopardize the security and integrity of your Password. You agree to notify Dealership if your Password is lost, stolen or compromised, if you are aware of any unauthorized use of your Password on Digital Deal Jacket, or if you know of any other breach of security in relation to the Digital Deal Jacket.

All the information that you provide in order to receive a User ID and/or Password, or that you otherwise provide through Digital Deal Jacket must be accurate, complete and up to date.

No Circumvention of Security. Neither you nor any individual authorized by you may circumvent or otherwise interfere with any User authentication or security of Digital Deal Jacket. You will immediately notify Unite of any breach, or attempted breach, of security known to you.

6. YOUR OBLIGATIONS.

User System. You are responsible for (a) obtaining, deploying and maintaining the internal website(s), servers, devices and other equipment and software You use to access and use Digital Deal Jacket; (b) contracting with third party ISP, telecommunications and other service providers to access and use Digital Deal Jacket via the Internet; and (c) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in this Agreement or a separate agreement between you and Unite referencing this Agreement, Unite will not be responsible for supplying any hardware, software, applications, or other equipment to you under this Agreement.

Acceptable Use. You will be solely responsible for your actions and the actions under your User ID and Password while using Digital Deal Jacket. You acknowledge and agree: (a) to abide by all local, state, national, and international laws and regulations applicable to your use of Digital Deal Jacket, including without limitation the access, use, provision, and storage of any User data contained in Digital Deal Jacket; (b) not to provide or store data on or to Digital Deal Jacket which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any information or content that contains any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, data or programs that may damage the operation of Digital Deal Jacket or another's computer or mobile device; (d) not to use Digital Deal Jacket for illegal, fraudulent, unethical or inappropriate purposes; (e) not to interfere or disrupt networks connected to Digital Deal Jacket or interfere with another's ability to access or use Digital Deal Jacket; (f) not to distribute, promote or transmit through Digital Deal Jacket any unlawful, harmful, obscene, pornographic or otherwise objectionable material of any kind or nature; (g) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (h) not to interfere with another User's use and enjoyment of Digital Deal Jacket; (i) not to use Digital Deal Jacket in any manner that impairs Digital Deal Jacket, including without limitation the servers and networks on which Digital Deal Jacket is provided; (j) to comply with all regulations, policies and procedures of networks connected to Digital Deal Jacket and Unite's service providers; and (k) to use Digital Deal Jacket only in accordance with this Agreement and for an Authorized Purpose. Unite may remove any violating content posted or stored using Digital Deal Jacket or transmitted through Digital Deal Jacket, without notice to you. You will be responsible and liable for the completeness, integrity, quality, accuracy and lawfulness of any information, data or other content you provide to or through Digital Deal Jacket.

Accuracy of Information. You agree to provide accurate, current and complete information. You agree to keep any online account information current and make any changes in your contact information in the Portal or to notify Dealership of such changes. You agree to accept electronic communication from Unite and associated Dealerships through account messaging functions within Digital Deal Jacket, or via the email address you provided as part of your User profile. In addition, you agree that Unite may rely and act on all information and instructions provided to Unite by you, including from the above-specified email addresses, or by your Dealership, company, or employer on your behalf.

Suspension and Revocation. If Unite suspects that you or any other authorized users for your company or employer ("Users") have engaged in any unauthorized conduct (including, but not limited to web scraping, unauthorized data use, or any other violation of this Agreement), Unite may temporarily suspend, or may revoke, your access or the other Users access to Digital Deal Jacket without prior notice to you. You agree that Unite will not be liable to you or any User or third party if Unite exercises its rights as permitted by this Section. Notwithstanding anything in this Section to the contrary, Unite's suspension of access to Digital Deal Jacket is in addition to any other remedies that Unite may have under this Agreement or otherwise.

7. PRIVACY.

Please review the Unite Digital Deal Jacket Privacy Policy located at <https://ezdocs123.com/agreements/PrivacyPolicy.pdf>, which explains Unite's privacy practices with respect to your personal information collected by us or our third party service providers related to Digital Deal Jacket.

8. INTELLECTUAL PROPERTY; PROPRIETARY RIGHTS.

You acknowledge that, with exception of your Materials (defined below), any and all information, programming, interfaces, applications, web pages, content, data, photographs, images, sound files, animation files, visual, video, oral or other digital material, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trademarks, logos and trade names contained in or made available through Digital Deal Jacket (the “**Unite Content**”), including the manner in which the Unite Content is presented or appears and all information relating thereto, is the property of Unite or its licensors, or the respective owner as indicated. All Unite Content is protected by U.S., Canadian, and worldwide copyright, trademark and other intellectual property laws and treaty provisions. Unite and/or its licensors grant you a limited, non-exclusive, revocable, personal, non-assignable and non-transferable license to use and display on your device the Unite Content for your own personal, private and commercial use as authorized in this Agreement only.

Subject to this Section 8, all Unite Content is and will remain the property of Unite, its licensors or its respective owner, whether or not specifically recognized or perfected under applicable law. All legal notices, credits, copyright, trademarks, trade names, service marks, logos, color schemes, service marks, slogans, or other words or symbols identifying Digital Deal Jacket or Unite’s business, products and services (the “Marks”) are and will remain the exclusive property of Unite, its licensors, or other third parties whether or not specifically recognized or perfected under applicable law.

You will not acquire any right, title, or interest in or to the Digital Deal Jacket, Unite Content or Marks, except for the limited rights specified in this Agreement. Unite or its licensors, as applicable, will own all rights in any copy, translation, modification, adaptation or derivation of Digital Deal Jacket, including any improvement or development thereof. Any redistribution or reproduction of part or all of the Unite Content in any form for commercial use is prohibited.

USE OF DIGITAL DEAL JACKET IN ANY MANNER OTHER THAN AS PROVIDED IN THIS AGREEMENT IS STRICTLY PROHIBITED AND MAY INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS OF UNITE AND/OR ITS LICENSOR(S), SUBJECTING YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING WITHOUT LIMITATION MONETARY DAMAGES AND IMPRISONMENT FOR COPYRIGHT INFRINGEMENT.

You may have the ability to transmit, submit or otherwise make available through or in connection with the Digital Deal Jacket certain materials, information, or data, including without limitation any photos, documents, forms, financial information, demographics, vehicle pricing, sales statistics, and other regulated information, or other materials which may or may not contain information that personally identifies you or someone else (“**Materials**”), so long as you comply with this Agreement, and the Materials are not illegal or injurious to third parties. You grant Unite a world-wide, non-exclusive, perpetual, royalty-free license to use, modify, remove, publish, transmit, or display any Materials, without compensation to you, including for the purposes of promoting Unite and our products and services or the products and services of select third parties. Unite may also collect and process technical and performance information about you and your use of the Digital Deal Jacket and Unite may use this information, including technical and performance information, to support and troubleshoot issues, provide updates, analyze trends, and improve Unite products or services, including for improving Digital Deal Jacket and any artificial intelligence modeling used in providing Digital Deal Jacket. Unite shall be allowed to use such Materials, including technical and performance information, and may share such Materials, , including technical and performance information, with Unite partners and affiliates in accordance with our Privacy Policy. You hereby consent to Unite processing and transferring such Materials and information, including, if any, the information listed in this Section previously, in conformity with our Privacy Policy and applicable privacy laws, regulations and policies, as updated from time to time.

You represent and warrant that any information you provide in connection with Digital Deal Jacket is and will remain accurate and complete, and that you will maintain and update such information as needed. You represent and warrant that (1) you have sufficient right, title, interest in and to, your Materials and have obtained all necessary written authorization, consents, and permissions as may be required for compliance with applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like, including privacy laws, governing the privacy and security of any personally identifiable information

contained in the Materials, to enable you to provide the Materials to us for our intended use in accordance with this Agreement and (2) that the Materials will not infringe, misappropriate, or violate any third-party rights (including any Intellectual Property Rights). For purposes of this Agreement, the term "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights. You are solely responsible for the Materials. You must always get written permission from all persons named, identified, referred or alluded to, either explicitly or implicitly, in the Materials and, if required, provide us with such written permission upon our request.

Except with respect to our service providers in their provision of services to us in connection with Digital Deal Jacket, we have no control over and are not responsible for any use or misuse (including any distribution) by any third party of your Materials. **IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION AVAILABLE THROUGH DIGITAL DEAL JACKET, YOU DO SO AT YOUR OWN RISK.**

You waive any rights you may have regarding any such Materials entered being altered or manipulated in any way that may be objectionable to you. We reserve the right to refuse to accept, post, display, or transmit any of your Materials in our sole discretion.

We own and shall continue to own all right, title and interest in and to all aggregate or anonymized data and any statistical information, benchmarking, comparison, and other analytics or analyses created or developed by us from performance and usage data generated through your use of Digital Deal Jacket (collectively, "**Aggregate Data**"). As used in this Agreement, "aggregate" means individual identities have been removed, such that the information is not linked or reasonably linkable to any individual or household, including via a device. "Aggregate" does not mean one or more individual records that have been deidentified. "Deidentified" means the information cannot reasonably be used to reasonably identify, relate to, describe, be capable of being associated with, infer information about, or otherwise be linked, directly or indirectly, to an individual or household and provided that Unite: (1) takes reasonable measures to ensure that the information cannot be associated with an individual or household, including by implementing technical safeguards that prohibit reidentification and implementing business processes to prevent inadvertent release of deidentified data or information; (2) publicly commits to maintain and use the information in the deidentified form and not to attempt to reidentify the information; and (3) contractually obligates any recipients of the information to comply with all provisions of this Section.

9. FEEDBACK

If you provide Unite with any comments, suggestions, ideas, proposals, recommendations, feedback or other information with respect to Digital Deal Jacket ("**Feedback**"), including, without limitation, Feedback relating to modifications, enhancements and improvements to Digital Deal Jacket and the Unite Content, you hereby grant Unite an irrevocable, worldwide, perpetual, royalty-free, non-exclusive, transferrable, and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third-party, to use the Feedback for any purpose to the fullest extent permitted by applicable law including to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Feedback, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials). You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding any Feedback that you may have under any applicable law under any legal theory. You acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place us under any fiduciary or other obligation. You represent and warrant that you have all rights necessary to grant the licenses granted in this Section and that your Feedback, and your provision of them through and in connection with Digital Deal Jacket, do not violate this Agreement, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third-party.

10. INTELLECTUAL PROPERTY INFRINGEMENT

Unite respects the Intellectual Property Rights of others, and we ask you to do the same. Unite may, in appropriate circumstances and at Unite's discretion, terminate your access to Digital Deal Jacket and the

Content, if you infringe the Intellectual Property Rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on or within Digital Deal Jacket (or other Unite websites or online services), please provide Unite's designated agent (set forth below) the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled from Digital Deal Jacket, and information reasonably sufficient to permit Unite to locate the material.
- Information reasonably sufficient to permit Unite to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Unite's agent for notice of claims of copyright or trademark infringement can be reached as follows:

Unite Digital LLC
Attn: Stacey Coopes
4036 Telegraph Rd Suite 205, Bloomfield Twp, MI 48302, United States
(248) 289-0345
Email: Stacey@UniteDigital.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a Digital Millennium Copyright Act ("DMCA") Counter-Notification. We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide Unite with a counter-notification in writing to Unite's designated agent that includes all of the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Unite may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

11. DISCLAIMERS

UNITE PROVIDES DIGITAL DEAL JACKET “AS IS” AND “AS AVAILABLE”. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNITE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND CONDITIONS OF MERCHANTABILITY SUITABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, CONTENT, QUALITY, TIMELINESS, COMPLETENESS, CORRECTNESS, ACCURACY, AND RELIABILITY. UNITE DOES NOT REPRESENT OR WARRANT THAT DIGITAL DEAL JACKET IS ERROR-FREE OR FREE FROM INFRINGEMENT, OR THAT DIGITAL DEAL JACKET OR ANY OF ITS FEATURES WILL ALWAYS BE SECURE, RELIABLE, AVAILABLE, TIMELY, COMPLETE OR ERROR-FREE. YOUR RELIANCE ON ANY FEATURE OF DIGITAL DEAL JACKET IS AT YOUR OWN RISK AND YOU AGREE TO ACCEPT RESPONSIBILITY FOR ALL OF YOUR ACTIVITIES IN CONNECTION WITH DIGITAL DEAL JACKET.

Some jurisdictions do not allow limitations of implied warranties, so certain limitations stated above may not apply to you, in which case such warranties shall be limited to the extent required by applicable law.

12. INDEMNITY

Notwithstanding any provision in this Agreement to the contrary, you agree to indemnify, defend with the counsel of Indemnified Party's (defined below) choice, and hold harmless Unite, its parents, subsidiaries, affiliates, and service providers and their respective officers, directors, members, managers, employees agents, contractors, representatives, licensors, attorneys, predecessors, successors, and assigns (the “Indemnified Parties”) from and against any and all claims, demands, losses, obligations, liabilities, damages, injuries, causes of action, recoveries, deficiencies, expenses, and costs, including without limitation fees of attorneys and experts (collectively, “**Claims**”), whether brought by you or any third parties against the Indemnified Parties and arising out of or relating to any of the following:

- Your use or misuse of Digital Deal Jacket and the Unite Content;
- Your failure to comply with this Agreement;
- Your gross negligence, willful misconduct, or fraud;
- Unite's use, non-use or publication of your Feedback;
- Unite's use, non-use, or publication of your Materials;
- Your violation of any third-party right, including without limitation, any Intellectual Property Right, publicity, confidentiality, property or privacy right;
- Your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; and
- Any misrepresentation made by you.

Notwithstanding the foregoing, we reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any claims without the prior written consent of an officer of Unite. This provision shall remain in full force and effect notwithstanding any termination of your use of Digital Deal Jacket and the Unite Content.

13. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE INDEMNIFIED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE DIGITAL DEAL JACKET OR ANY ASSOCIATED FEATURES, SERVICES, DOCUMENTATION OR INFORMATION, OR YOUR RELIANCE OR INABILITY TO RELY ON DIGITAL DEAL JACKET OR ANY ASSOCIATED

FEATURES, SERVICES, DOCUMENTATION OR INFORMATION, INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL, DATA OR COMPUTER PROGRAMS, BUSINESS INTERRUPTIONS, OR TO OTHER PECUNIARY LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE EXCLUSIONS SET FORTH IN THIS SECTION, ANY INDEMNIFIED PARTY IS FOUND TO BE LIABLE, THE MAXIMUM AGGREGATE LIABILITY OF AN INDEMNIFIED PARTY UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO \$500. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF THE INDEMNIFIED PARTY AND DOES NOT INCLUDE AMOUNTS YOU MAY PAY TO DEALERSHIP IN CONNECTION WITH OTHER GOODS OR SERVICES UNRELATED TO DIGITAL DEAL JACKET.

THESE LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS IN CONTRACT AND TORT (SUCH AS NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY).

14. TERMINATION

Unite may terminate this Agreement with you, or your access to and use of Digital Deal Jacket and the Unite Content, at any time and for any reason, at its sole discretion. No notice is required for Unite to terminate this Agreement. This means that Unite may suspend or terminate your use of Digital Deal Jacket and the Unite Content, including any portion thereof, at any time and for any reason, without incurring liability of any kind. If, in Unite's determination, the suspension might be indefinite or Unite has elected to terminate your access to Digital Deal Jacket, Unite may use reasonable efforts to notify you.

Sections 1 through 3, Sections 5 through 15, any provision of this Agreement that contemplates performance or application subsequent to any termination of this Agreement, and any other subject that would, by its nature, be deemed to survive termination of this Agreement (whether or not so expressly stated), will survive any termination or expiration of this Agreement and continue in full force and effect.

15. DISPUTES; CLASS ACTION AND JURY TRIAL WAIVER

Please read the following provision governing disputes, class actions, and jury trials (this "Provision") carefully as it affects your rights. Most concerns can be resolved quickly by contacting Unite. This Provision facilitates the prompt and efficient resolution of any disputes that may arise between you and Unite regarding Digital Deal Jacket and the Unite Content and your access to and use of Digital Deal Jacket.

For the purpose of this Provision, the term "**Dispute**" means any dispute, claim, or controversy between you and Unite regarding, arising out of or relating to any aspect of your relationship with Unite, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable cause of action or claim for relief, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties in connection with Digital Deal Jacket or this Agreement, whenever you also assert claims against us in the same proceeding.

Written Notification of Dispute. For all Disputes you must first give Unite an opportunity to resolve the Dispute by providing written notification to Unite. You must send your written notification to:

Unite Digital LLC
Attn: Stacey Coopes
4036 Telegraph Rd Suite 205, Bloomfield Twp, MI 48302, United States
(248) 289-0345
Email: Stacey@UniteDigital.com

The written notification to Unite of your Dispute must include (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If Unite does not respond to the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in court.

Class Action Waiver. Neither you, nor any other User of Digital Deal Jacket can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements below.

Jury Waiver. You understand and agree that, by entering into this Agreement, you and Unite are each waiving the right to a jury trial. In the absence of this Provision, you might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Right to Opt Out. Notwithstanding the above, you may OPT-OUT OF THE CLASS ACTION OR JURY WAIVER WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the “**Opt-Out Deadline**”). You may opt out of this Provision by mailing written notification to Unite. You must send your written notification to Unite Digital, LLC, Attn. Stacey Coopes, 4036 Telegraph Rd Suite 205, Bloomfield Twp, MI 48302, United States, (248) 289-0345, Stacey@UniteDigital.com. Your written notification that you choose to opt out of this Provision must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to waive your right to a class action or jury trial. Your decision to opt-out of this Provision will have no adverse effect on your relationship with Unite. **Any opt-out request received after the Opt-Out Deadline will not be valid and your Dispute will not be subject to any class actions or jury trials.**

Survival. This Provision shall survive the expiration or termination of your use of Digital Deal Jacket or this Agreement for any reason.

16. MISCELLANEOUS

Assignment. You may not assign your rights under this Agreement; however, Unite reserves the right to assign this Agreement. The rights granted to you under this Agreement are not assignable or transferable, in whole or in part. Any attempt to transfer this Agreement without the written consent of Unite shall be void and of no force and effect. Unite has the right, at its own discretion, to transfer or assign this Agreement and all related rights to an affiliate of Unite or to a third party. This Agreement is binding upon, and shall inure to the benefit of, you and your heirs and successors, and us and Unite’s successors and assigns.

Waiver. Any waiver of Unite’s rights or your obligations must be in writing from Unite. No delay or omission by Unite to exercise any right or power occurring upon any noncompliance or default by you with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by Unite of any covenant, condition, term, provision or agreement to be performed by you only shall be in a written communication from Unite and shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, term, provision or agreement hereunder.

Validity. If the law or a court invalidates a part of this Agreement (other than the ‘Class Action Waiver’ and ‘Jury Trial Waiver’ Provision), the remainder of this Agreement will continue. If any provision of this Agreement (other than the ‘Class Action Waiver’ Provision and ‘Jury Trial Waiver’ above) shall be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision and the other provisions hereof, shall not be affected thereby unless it renders ineffective the purpose of this Agreement. Any provision of this Agreement that is held invalid, illegal, or unenforceable in any jurisdiction shall not thereby be deemed invalid, illegal, or unenforceable in any other jurisdiction. If the Class Action Waiver or ‘Jury Trial Waiver’ Provision is found to be invalid, illegal, or unenforceable, the entire Provision (i.e., Section 15) will be unenforceable and the Dispute will be decided by a court of competent jurisdiction.

Governing Law. This Agreement is governed by the laws of the State of Michigan without regard to any laws or principles governing application of laws of another jurisdiction.

Jurisdiction; Venue. This Agreement shall be deemed to have been executed and delivered at Auburn Hills, Michigan. If any legal action is commenced concerning this Agreement, jurisdiction shall be in a court of proper jurisdiction in the State of Michigan located in Oakland County and/or the United States District Court for the Eastern District of Michigan, and the Parties irrevocably consent and agree to the exclusive jurisdiction and venue of such courts.

Time Limits. EXCEPT WHERE PROHIBITED BY LAW, YOU ARE NOT ALLOWED TO BRING ANY CLAIM AGAINST THE INDEMNIFIED PARTIES MORE THAN TWO YEARS AFTER THE CLAIM ARISES.

Notice. If you need to notify Unite or Unite needs to notify you, we will do so as described in this Section. Any notices or communication required or permitted to be given to you shall be in writing and shall be considered given if delivered by email or mailed to you at the email or postage address provided to Unite in your completed application or as updated by you and on file in the Portal. Any notices or communication required or permitted to be given to Unite by you shall be in writing and shall be sufficiently given if delivered by registered post to the following address:

Unite Digital LLC
Attn: Stacey Coopes
4036 Telegraph Rd Suite 205, Bloomfield Twp, MI 48302, United States
(248) 289-0345
Email: Stacey@UniteDigital.com

Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted.

Unite's Relationship. Nothing in this Agreement creates any agency or fiduciary relationships between you and us, nor any relationship of principal and agent, partnership, or employer and employee.

Third Party Beneficiaries. This Agreement is entered into solely between you and us and shall not be deemed to create any rights in any third parties nor create any obligations of either you or us to any third parties. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person. You are not a third-party beneficiary of any agreement between us and any of Unite's partners or third-party providers. None of Unite's partners or third-party providers have any legal, equitable, or other liability of any kind to you under this Agreement. You expressly waive any and all claims or demands for such liability. Notwithstanding the foregoing, the original equipment manufacturer associated with a specific Dealership is not a party to this Agreement but is a third-party beneficiary of the terms herein and the Digital Deal Jacket Terms of Service between Unite and the applicable Dealership.

Export. You agree to comply with all applicable trade regulations and export control laws both domestic and foreign and to allow any information you provide to be used for the purpose of ensuring export compliance. Digital Deal Jacket, and any underlying information accessed or transferred by you using the Portal may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. § 2401, et seq.) and the Export Administration Regulations (50 C.F.R. § 730-774), as well as the import regulations of other countries. You agree not to export or re-export any such equipment, software or information to any foreign country. Any information transferred by you using Digital Deal Jacket to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

Entire Agreement. This Agreement contains the full and complete understanding between you and us with respect to the subject matter hereof and supersedes all representations and understandings, agreements, warranties, statements and undertakings whether oral or written given or made before the Effective Date of this Agreement by, or on behalf of, the parties and relating to its subject matter, notwithstanding the terms of any such former agreement or arrangement expressed to survive termination. You confirm that you have not relied upon, and with the exception of fraud or fraudulent misrepresentation (for which liability and remedies are not restricted or excluded), shall have no remedy in respect of, any agreement, warranty,

statement, representation, understanding or undertaking made by us unless that warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement. With the exception of fraud or fraudulent misrepresentation, you shall not be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in this Agreement.

Interpretation. This Agreement will not be presumptively construed for or against any party. Section titles used in this Agreement are for convenience only. This Agreement may not be construed more strictly against one party than the other.