

Dealer Software as a Service Subscription Agreement

This Dealer Software as a Services Subscription Agreement (this “**Agreement**”) by and between Quantum Forge Pro Inc, a Delaware corporation (“**Company**”) and the Dealer listed on the Order Form (“**Dealer**”) is effective upon the execution of an Order Form (“**Order Form**”) by the Dealer and acceptance of the Order Form by Company (“**Effective Date**”). The terms of this Agreement together with the applicable Order Form shall govern the subscriptions for access to Services (as defined below) that Dealer purchases from Company. During the Term (as defined below) of this Agreement, Dealer may execute additional Order Forms for additional Services and once accepted by Company, access to such additional Services will be provided to Dealer under the terms of this Agreement. Capitalized terms used in this Agreement and any Order Form will have the meanings set forth in this Agreement. Company will not have any obligation with respect to any Services unless and until an Order Form is executed by Dealer and accepted by Company. Except as otherwise provided herein, if any of the terms or conditions of this Agreement conflict with any of the terms or conditions of any Order Form, the terms or conditions of such Order Form will control solely with respect to the Services covered under such Order Form. Unless specifically set forth otherwise, references to this Agreement will include reference to the applicable Order Form for the applicable Services. Company and Dealer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** (a) “**Aggregated Statistics**” means data and information related to Dealer’s use of the Services that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. (b) “**Authorized User**” means Dealer’s employees, consultants, contractors, and agents who are authorized by Dealer to access and use the Services under the rights granted to Dealer pursuant to this Agreement, subject to any usage limits set forth in the applicable Order Form. (c) “**Company IP**” means the Services, the Documentation, and any and all intellectual property provided to Dealer or any Authorized User in connection with the foregoing by Company or used by or on behalf of Company in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Company, by a subcontractor or through the use of third-party services, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Company or any subcontractor or by a third-party service provider in connection with the Services or otherwise comprise or relate to the Services or Company systems. For the avoidance of doubt, Company IP includes Aggregated Statistics and any information, data, or other content derived from Company’s monitoring of Dealer’s access to or use of the Services, but does not include Dealer Data. (d) “**Dealer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Dealer or an Authorized User through the Services. (e) “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

2. **Access and Use.** (a). Subject to and conditioned on Dealer’s payment of Fees and compliance with all other terms and conditions of this Agreement, Company hereby grants Dealer a non-exclusive, non-transferable (except in compliance with Section 15) right to access and use the software-as-a-service offering described in the applicable Order Form as selected by the Dealer on the applicable Order Form (the “**Services**”) during the term selected by the Dealer on the applicable Order Form (“**Order Form Term**”), solely for use by Authorized Users in accordance with the terms and conditions herein and the applicable Order Form. Such use is limited to Dealer’s internal use. Company shall provide to Dealer the necessary passwords and network links or connections (together, “**Access Credentials**”) to allow Dealer to access the Services.

(b) **Documentation.** Subject to the terms and conditions contained in this Agreement, Company hereby grants to Dealer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15) license to use Company’s end user documentation relating to the Services provided to Dealer (the “**Documentation**”) during the Term solely for Dealer’s internal business purposes in connection with its use of the Services.

(c) **Authorized Use Policy.** Dealer shall not, and shall not permit any Authorized Users or any other individual or entity to, access or use the Company IP except as expressly permitted by this Agreement and, in the case of Third-Party Products, the applicable third party license agreement, Dealer shall not at any time, directly or indirectly, and shall not permit any

Authorized User or any other individual or entity to: (i) copy, modify, or create derivative works of the Company IP, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Company IP; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Company IP, in whole or in part; (iv) remove any proprietary notices, trademarks, Documentation, warranties or disclaimers or any copyright, trademark, patent or other Intellectual Property Rights notices from any Company IP, including any copy therefrom the Services or Documentation; (v) access or use the Company IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person or entity, or that violates any applicable law, including without limitation any Data Protection Laws; or (vi) access or use the Company IP outside of the United States. Dealer represents and warrants that it will not and will not permit any Authorized Users to provide any information or data to Company as Dealer Data or otherwise that is protected by the EU General Data Protection Regulation or other non-US Data protection regulations or laws (collectively, “**Data Protection Laws**”).

(d) Reservation of Rights. Company reserves all rights not expressly granted to Dealer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Dealer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Company IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Dealer's and any Authorized User's access to any portion or all of the Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company IP; (B) Dealer's or any Authorized User's use of the Company IP disrupts or poses a security risk to the Company IP or to any other customer or vendor of Company; (C) Dealer, or any Authorized User, is using the Company IP for fraudulent or illegal activities; (D) subject to applicable law, Dealer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Company's provision of the Services to Dealer or any Authorized User is prohibited by applicable law; (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Dealer to access the Services; or (iii) in accordance with Section 8 (any such suspension described in subclause (i), (ii), or (iii), a “**Service Suspension**”). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Dealer and to provide updates regarding resumption of access to the Services following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Dealer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Company may monitor Dealer's use of the Services and collect and compile Aggregated Statistics. As between Company and Dealer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Company. Dealer acknowledges that Company may compile Aggregated Statistics based on Dealer Data input into the Services. Dealer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Dealer or Dealer's Confidential Information.

3. Dealer Responsibilities. (a) Dealer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Dealer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Dealer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Dealer will be deemed a breach of this Agreement by Dealer. Dealer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

4. Services and Support. (a) The Services will be subject to maintenance and service availability. Company will provide the technical support for the Services that is made available by Company to Dealer during the Term. Support will be delivered remotely (*e.g.*, by email or chat as made available by Company) during Company's standard business hours, excluding holidays. Company will determine, in its discretion during the Term of this Agreement, the nature, scope, and means of providing support, including the applicable response processes and

prioritization of issues. Support includes assistance with troubleshooting errors or malfunctions in the Services and guidance regarding use of the Services in accordance with the Documentation. Support does not include custom development, on-site services (unless expressly set forth in the Order Form), integration work, or issues arising from Dealer's misuse of the Services or third-party systems not controlled by Company. During the Term of this Agreement, Company may offer Dealer the opportunity to separately purchase enhanced support or additional enterprise level support at prices to be set by Company. (c) Company may from time to time in its discretion engage third parties to perform Services

5. Data Backup. The Services do not replace the need for Dealer to maintain regular data backups or redundant data archives. COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF DEALER DATA.

6. Security.

6.1 Information Security. Company will employ commercially reasonable security measures in connection with the Services.

6.2 Privacy Policy. Company will comply with its Privacy Policy, as it may be amended in Company's sole discretion from time to time, a current copy of which is set forth at [link].

6.3 Dealer Control and Responsibility. Dealer has and will retain sole responsibility for: (a) all Dealer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Dealer or any Authorized User in connection with the Services; (c) Dealer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Dealer or through the use of third-party services ("**Dealer Systems**"); (d) the security and use of Dealer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Company IP directly or indirectly by or through the Dealer Systems or its or its Authorized Users' Access Credentials, with or without Dealer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Dealer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content, access, security and use of Dealer Data, including the uploading or other provision of Dealer Data for Processing by the Services. "**Processing**" means taking any action or performing any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy.

7. Third-Party Products. Company may from time to time make third-party products ("**Third-Party Products**"), including commercially standard third-party infrastructure, communications, analytics, and integration services to deliver the Services provided with or incorporated into the Services available to Dealer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If Dealer does not agree to abide by the applicable terms for any such Third-Party Products, then Dealer should not install or use such Third-Party Products.

8. Fees and Payment. (a) Dealer shall pay Company the fees ("**Fees**") as set forth in the applicable Order Form without offset or deduction. Dealer shall make all payments due to Company in US dollars on or before the due date set forth in the applicable Order Form. If Dealer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Dealer shall reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 10 days or more, Company may suspend Dealer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full or terminate this Agreement and any Order Form.

(b) All Fees and other amounts payable by Dealer under this Agreement, including without limitation in the applicable Order Form, are exclusive of taxes and similar assessments. Dealer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Dealer hereunder, other than any taxes imposed on Company's income.

9. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Intellectual Property Ownership; Feedback. (a) Dealer acknowledges that, as between Dealer and Company, Company owns all right, title, and interest, including all Intellectual Property Rights, in and to the Company IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

(b) Company acknowledges that, as between Company and Dealer, Dealer owns all right, title, and interest, including all Intellectual Property Rights, in and to the Dealer Data. Dealer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Dealer Data and perform all acts with respect to the Dealer Data as may be necessary for Company to provide the Services to Dealer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Dealer Data incorporated within the Aggregated Statistics. Dealer represents and warrants that it has all necessary rights and permissions including without limitation under applicable laws, including without limitation, Data Protection Laws, to provide to Company any Dealer Data and information uploaded to the Services which may contain Personal Information. "**Personal Information**" means information that Customer or an Authorized User provides or for which Customer or an Authorized User provides access to Provider, or information which Provider creates or obtains on behalf of Customer, in accordance with this Agreement that: (i) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal identifiers).

(c) If Dealer or any of its employees or contractors sends or transmits any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Company IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Company is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Dealer hereby assigns to Company on Dealer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas, know-

how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.

11. Warranty Disclaimer. THE COMPANY IP IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET DEALER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification. (a) Company shall indemnify, defend, and hold harmless Dealer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees and court costs) ("**Losses**") incurred by Dealer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US Intellectual Property Rights/US patents, copyrights, or trade secrets, provided that Dealer promptly notifies Company in writing of such Third-Party Claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such Third-Party Claim. If a Third-Party Claim is made or appears possible, Dealer agrees to permit Company, at Company's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Dealer to continue use. If Company determines that neither alternative is reasonably available, Company may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Dealer. This Section 12(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Company IP in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; (B) modifications to the Services not made by Company; (C) Dealer Data; or (D) Third-Party Products.

(b) Dealer shall indemnify, hold harmless, and, at Company's option, defend Company from and against any Losses incurred by Company resulting or arising from any Third-Party Claim (i) that the Dealer Data, or any Processing of the Dealer Data in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights and/or creates any data privacy or security issues, including any unauthorized access or disclosure of Customer Data or violation of any Data Protection Laws and (ii) based on Dealer's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Company IP in a manner not authorized by this Agreement; (C) use of the Company IP in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; or (D) modifications to the Company IP not made by Company, provided that Dealer may not settle any Third-Party Claim against Company unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) THIS SECTION 12 SETS FORTH DEALER'S SOLE REMEDIES AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE COMPANY IP, INCLUDING WITHOUT LIMITATION, THESE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM OR THE COMPANY IP UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE),

STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNT PAID TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Term and Termination. (a) This Agreement is effective as of the Effective Date and will continue until terminated in accordance with Section 14(b) (“**Term**”) and access to the Services will commence on the effective date set forth in the applicable Order Form and continue thereafter in accordance with the Order Form Term as forth in such Order Form, unless otherwise terminated earlier in accordance with the terms of such Order Form or this Agreement.

(b) In addition to any other express termination right set forth in this Agreement or the applicable Order Form: (i) Company may terminate this Agreement or any Order Form, effective on written notice to Dealer, if Dealer: (A) fails to pay any amount when due hereunder, and such failure continues more than 10 days after Company's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 9; (ii) either Party may terminate this Agreement or any Order Form, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; (iii) Company may terminate this Agreement or an applicable Order Form for its convenience upon 30 days written notice to Dealer; and (iv) either Party may terminate this Agreement or any Order Form, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding the foregoing, this Agreement will automatically terminate upon termination or expiration of all Order Forms executed by Dealer.

(c) Upon expiration or earlier termination of this Agreement or an applicable Order Form, Company shall immediately cease providing Services and cease providing access to the Services to Dealer, and Dealer shall immediately discontinue use of the Company IP and, without limiting Dealer's obligations under Section 9, Dealer shall delete, destroy, or return all copies of the Company IP and certify in writing to the Company that the Company IP has been deleted or destroyed. No expiration or termination will affect Dealer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Dealer to any refund. Early termination by Dealer of this Agreement or an Order Form prior to the end date of the term set forth in the applicable Order Form or by Company for an uncured breach of this Agreement or an applicable Order Form will result in forfeiture of prepaid Fees. Refunds are not issued once access to the Services has been activated by Company.

15. Miscellaneous. This Agreement may not be assigned or transferred by Dealer without the prior written consent of Company. This Agreement will be binding upon the Parties and their respective legal successors and permitted assigns. This Agreement, including the applicable Order Forms, is the entire understanding between the Parties with respect to the Services and supersedes all prior discussions, agreements and representations, whether oral or written, express or implied. Any failure of Company to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of Company thereafter to enforce each and every such provision. In the event any provision of this Agreement is found to be invalid or unenforceable, the Parties hereby agree that the provision will be enforced to the extent permitted by law and, to the extent such provision is not enforceable, the Parties will enforce the remainder of this Agreement as if such provision were not included in this Agreement. The terms of any provision of this Agreement whose context indicates that it is intended to survive will survive termination or expiration of this Agreement or an Order Form Term for any reason. Any amendments to this Agreement, including any applicable Order Form, and any amendments to this Agreement may be executed in counterparts and will not be effective or enforceable unless and until executed with the signature of an authorized representative of each of the Parties. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to its choice of laws principles. Any action related to or arising from this Agreement shall take place exclusively in the courts situated in Cook County, Illinois and the Parties hereby submit to the venue of the courts situated therein All notices hereunder must be in writing and addressed to the Parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated in accordance with this Section). All notices must be delivered by personal delivery, nationally recognized overnight courier or email (with confirmation of transmission). Notice is effective upon receipt by the other Party. Dealer's execution of an Order Form will constitute Dealer's acceptance of the terms and conditions contained in this Agreement and in the applicable Order Form. Company may use Dealer's name, logo, and other identifying marks on its website, promotional materials, press releases or other public descriptions, and identify Dealer as a customer of Company.

