

License and Service Agreement

This License and Service Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between Autodata, Inc. dba ChromeData ("ChromeData") and _____ ("Licensee").

WHEREAS, Licensee desires to use of the applicable solution(s) from the Ford/Lincoln Accessories Digital Solution (as defined below) for the purposes set out at Section 2 below; and

WHEREAS, ChromeData shall provide and grant a limited license to use the Ford/Lincoln Accessories Digital Solution to Licensee in connection with services performed by ChromeData for Ford Motor Company ("Ford") for the purpose of certain technology designed to facilitate the fulfillment of automotive accessories sales and orders (the "Services").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

a. "Chrome Accessories Digital Solution" means, collectively, the Tier III Solution, the DMS Solution, the Instore Solution and Reporting.

b. "Chrome-Specific Data" means data similar or identical to the Ford-Specific Data, aggregated by ChromeData in its normal course of business and not pursuant to this Agreement.

c. "Data Integration Services" means the use of the Ford/Lincoln Accessories Digital Solution by the Licensee for the purposes of data extraction, and data Push/Pull to and from the Licensee's licensed DMS platform as further described in Section 1vi. below.

d. "DMS" means the Licensee's dealer management system.

e. "DMSconnect" means, collectively, the software (web-based or installable), documentation, and business processes, including all updates thereto, used to integrate between the applicable solutions comprising Ford/Lincoln Accessories Digital Solution and the DMS.

f. "DMS Solution" means a solution to enable communications between a Ford Dealer and a FAD to process orders for Ford/Lincoln accessories.

g. "DMS Transaction" means data copying from the applicable solutions comprising Ford/Lincoln Accessories Digital Solution to the DMS ("Push") or from the DMS to the applicable solutions comprising Ford/Lincoln Accessories Digital Solution ("Pull").

h. "FAD" means a Ford Accessories Distributor.

i. "Ford Dealer" means a Ford or Lincoln franchise dealer in the United States.

j. "Ford/Lincoln Accessories Digital Solution" means the white labeled versions of the Chrome Accessories Digital Solution, which will be branded for FADs and Ford Dealers as "Ford Accessories Digital Solution" or "Lincoln Accessories Digital Solution", as applicable.

k. "Instore Solution" means a solution for use by the Ford Dealer's sales team to view and promote accessories during sales discussions with customers looking to purchase Ford/Lincoln accessories, as applicable.

l. "Licensee Data" means all data and information which is collected, transmitted, stored, processed, derived from or used by the Ford/Lincoln Accessories Digital Solution (or any solution thereof) on behalf of or relating to the Licensee, including, but not limited to Licensee-Specific Data but excluding Chrome-Specific Data.

m. "Licensee-Specific Data" means, collectively, all data developed for Licensee or acquired exclusively for Licensee to provide the licenses and Services hereunder while performing under this Agreement that is not otherwise obtainable from other sources.

n. "Reporting" means a solution for use by Licensee to view data regarding sales, trends, etc., for products sold using the Ford/Lincoln Accessories Digital Solution through a reporting dashboard.

o. "Tier III Solution" means a solution to merchandise the Ford/Lincoln accessories on the Ford Dealer's tier III website.

p. "Users" mean those individuals authorized by Licensee to access and use the Ford/Lincoln Accessories Digital Solution in accordance with the terms of this Agreement.

2. Licenses.

a. Ford/Lincoln Accessories Digital Solution. Licensee and its Users are granted a non-exclusive and non-transferable license to access and use the solutions comprising the Ford/Lincoln Accessories Digital Solution during the term in accordance with this Agreement.

In addition, Licensee will receive the following Data Integration Services:

- i. an RPG or ENG report on parts inventory using these fields from the "PART-NO." file: ITEM-ID, DESC, PAC, RB, PNCHG, SCOST, SLIST, STRADE, SEXCHG, SCOMP, SPRICE6, SPRICE7, SPRICE8, SPRICE9, SPRICE10, BIN,

O.H., O.O., SO, SS, MANUF, SALEDATE, LTDATE.

- ii. an RPG or ENG report on parts invoices using these fields from the "WIP" file: S-REFER, ADDRESS, CITY-STATE-ZIP, HPHONE, NAME1, S-CUST, CLOSE-DATE, OPEN-DATE, POST-DATE, SHIPPED, EMPL1, FRT, A-AMTS, CUST-PO, SHIP-N2, SHIP-N3, SHIP-N1, SHIP-N4, TOTAL-COST, S-TOTAL\$, and these fields from the "PARTS" file: REFER#, *ID, BIN, CORE, COST, EMP#, LIST, PART-RB, PART-NO, DESC, Q.O., Q.S., SALE, OPENED.
- iii. parts invoices created using the "original equipment" function using existing customers, and as needed create back orders and special order requests.

DMSconnect is provided for the purposes of enabling the use of the Instore Solution, and only the Instore Solution is intended for customer-facing use. Licensee's license of the Ford/Lincoln Accessories Digital Solution is not contingent upon the delivery of any future functionality or features of Ford/Lincoln Accessories Digital Solution.

b. Licensee Data. Licensee hereby grants to ChromeData a limited, non-exclusive, non-transferable, revocable license to strictly collect, transmit, store, or otherwise process Licensee Data for the sole purpose of providing the Ford/Lincoln Accessories Digital Solution to Licensee. ChromeData shall not use Licensee Data, whether in aggregated, anonymized or de-identified format or not, for any purpose other than to provide the Ford/Lincoln Accessories Digital Solution to Licensee as specified herein. Without limiting the foregoing, ChromeData shall not use Licensee Data which is aggregated, anonymized or de-identified and attempt to use it in manner which, either alone or in combination with other information, would make such Licensee Data identifiable. ChromeData has no rights in or to any Licensee Data not expressly indicated herein.

Upon expiration or termination of the Agreement for any reason, for ninety (90) days thereafter, Licensee may request ChromeData provide a copy of all Licensee Data to Licensee in a mutually agreeable timeframe and format; there shall be no charge

In addition, ChromeData represents and warrants that it shall not share or disclose, without Licensee's written permission, any Licensee-Specific Data, nor amend, append or enhance other data sources with any Licensee-Specific Data. Notwithstanding the foregoing sentence, nothing herein shall prevent ChromeData from using the Chrome-Specific Data in, through or with ChromeData's products. In addition, Licensee agrees that nothing herein shall prevent ChromeData from licensing the Chrome-Specific Data and/or software containing the Chrome-Specific Data to third parties.

3. Restrictions. Licensee shall use the Ford/Lincoln Accessories Digital Solution solely for the purposes contemplated by this Agreement and shall not: (i) sublicense, or allow any other person to access Ford/Lincoln Accessories Digital Solution; (ii) use the Ford/Lincoln Accessories Digital Solution in any manner that appears to encourage or condone any activities in violation of the law and, in particular, shall not be used on any website or in any application or publication that contains profane, obscene or pornographic content or content that denigrates a particular group based on gender, race, religion, sexual preference, handicap or other protected category; (iii) use the Ford/Lincoln Accessories Digital Solution to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material violative of third party privacy rights; (iv) intentionally use the Ford/Lincoln Accessories Digital Solution in a manner that interferes with or disrupts the integrity or performance of the Chrome Accessories Digital Solution by ChromeData or its other customers; (v) attempt to gain unauthorized access to the Ford/Lincoln Accessories Digital Solution or its related systems or networks; (vi) attempt to decompile or reverse engineer the Ford/Lincoln Accessories Digital Solution or use the Ford/Lincoln Accessories Digital Solution to create a derivative or similar work, (vii) remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Ford/Lincoln Accessories Digital Solution, or (viii) use the Ford/Lincoln Accessories Digital Solution or any data stored therein in violation of applicable state and federal laws.

4. Consideration and Taxes. In consideration of the Licensee's payment to ChromeData of the applicable fee, including sales tax where applicable, for use of the Ford/Lincoln Accessories Digital Solution and Licensee providing ChromeData with the Licensee Data and corresponding license grants set out in Section 2 above, ChromeData will provide the Ford/Lincoln Accessories Digital Solution to Licensee in accordance with the terms of this Agreement.

5. Term and Termination. The term of this Agreement shall commence upon the Effective Date and shall continue unless terminated by Licensee with thirty (30) days' prior written notice. In addition and without prejudice to any other rights or remedies, ChromeData may terminate this Agreement for a material breach by Licensee of any term in this Agreement upon thirty (30) days' written notice to Ford, including a description of the nature of such breach. If Licensee cures such breach prior to the end of the thirty (30) day period, this Agreement shall not terminate and will continue in full force and effect. Notwithstanding the foregoing, the parties agree that ChromeData may terminate this Agreement upon thirty (30) days' prior written notice to Licensee in the event that ChromeData is unable, or no longer has the right or ability, to provide the Ford/Lincoln Accessories Digital Solution under the law or an applicable license.

In the event of termination by Licensee, the Licensee will notify ChromeData of its intent to terminate this Agreement; such termination will be effective thirty (30) days after such notification.

Upon termination or expiration of this Agreement for any reason, (i) the rights and licenses granted to Licensee and its Users hereunder shall automatically terminate; and (ii) both ChromeData and Licensee shall return or destroy, at the disclosing party's option, all Confidential Information of the disclosing party. In the case of the Ford/Lincoln Accessories Digital Solution and any updates, copies, derivative works, modifications and improvements thereto, return is not possible; destruction shall be accomplished by uninstalling the Ford/Lincoln Accessories Digital Solution as instructed by ChromeData. In the event a disclosing party requests the destruction of its Confidential Information, ChromeData or Licensee, as applicable, shall certify in writing the destruction of all Confidential Information of the disclosing party.

6. ChromeData Responsibilities. ChromeData shall provide onboarding services necessary to integrate and deploy relevant solutions from the Ford/Lincoln Accessories Digital Solution software for use by Licensee. Onboarding services shall include, but are not limited to, product setup, initial training to use the Ford/Lincoln Accessories Digital Solution, establishment of merchant gateways, and interface with the Licensee's website provider and DMS providers (as required).

ChromeData will provide customer support (8:00am to 8:00pm prevailing Eastern Time, Monday to Friday, excluding holidays) to Licensee in connection with the Ford/Lincoln Accessories Digital Solution which includes, without limitation, responding to initial telephone and electronic client contact and inquiry, providing all basic customer support and troubleshooting such as user interface instructions, administrative user instructions, password resets, and break/fix instructions. ChromeData provides remote help desk support in English via phone at 248-257-5478 or 248-292-3984 and via email at DSSFordSuccess@jdpa.com.

ChromeData shall provide the applicable solutions comprising of Ford/Lincoln Accessories Digital Solution directly to Licensee using the following delivery methods: 1) via a "widget" application through code entered on Licensee's website via ChromeData's collaboration with Licensee's website provider (for the Tier III Solution); and 2) via manual installation by ChromeData (or its authorized employees, staff members, and affiliates) of the Instore Solution on Licensee's PCs/tablets, if applicable. ChromeData may modify, change or enhance all or a portion of the Ford/Lincoln Accessories Digital Solution. Updates shall also be made available directly to Licensee automatically via the applicable solutions. Any updates will become a part of the Ford/Lincoln Accessories Digital Solution and will be deemed to be a part of the Ford/Lincoln Accessories Digital Solution for the purpose of this Agreement.

The Ford/Lincoln Accessories Digital Solution shall comply with the Service Level Agreement set out in Appendix A hereto.

ChromeData shall maintain and implement commercially reasonable and industry standard disaster recovery and business continuity procedures to ensure that the Ford/Lincoln Accessories Digital Solution is not interrupted during the term.

Without limiting the terms of the Agreement, ChromeData shall be responsible for all reasonable and necessary data breach notifications, forensics, credit protection services, and other data breach mitigation services resulting from ChromeData's breach of its obligations under the Agreement.

7. Licensee Responsibilities. Licensee shall: (i) ensure the accuracy, integrity, and reliability of all Licensee Data; (ii) prevent unauthorized access to, or use of, the Ford/Lincoln Accessories Digital Solution or any solutions thereof, and notify ChromeData promptly upon learning of any such unauthorized use; and (iii) comply with all applicable local, state, and federal laws when providing ChromeData with any Licensee Data.

8. Confidentiality. Each party acknowledges that, in connection with this Agreement, it may obtain Confidential Information belonging to the other party. Confidential Information means all non-public and proprietary information of a party ("disclosing party") disclosed to the other party ("receiving party"), in tangible form and identified as confidential in the tangible form, or orally, and is identified as confidential at the time of disclosure, and is described in a written statement (which must also identify it as confidential) within a reasonable time after disclosure. Information that does not meet the foregoing requirements is not Confidential Information, regardless of any legend or marking to the contrary. For avoidance of doubt, ChromeData's Confidential Information includes, but is not limited to, this Agreement and its terms and pricing, and the Ford/Lincoln Accessories Digital Solution, including any documentation provided to the Licensee related to the Ford/Lincoln Accessories Digital Solution, and the Licensee and its Users will only use it in relation to the use of the Ford/Lincoln Accessories Digital Solution as set herein, as applicable; and Licensee's Confidential Information includes the Licensee Data and any information relating to Licensee's business or business methods acquired by ChromeData under this Agreement, including without limitation, future product plans, marketing plans or volume projections. No information shall be considered as Confidential Information, regardless of its having been marked or otherwise defined as such, if (a) it is in the public domain at the time the disclosing party discloses it to the receiving party; (b) it enters the public domain subsequent to the time of the disclosing party's disclosure to the receiving party and without any fault or disclosure on the part of the receiving party; (c) it was known to the receiving party free of any obligation of confidence prior to the

disclosure by the disclosing party; (d) it is developed by employees or agents of the receiving party independently of and without reference to any of the disclosing party's Confidential Information; (e) it was rightfully communicated by a third party to the receiving party free of any obligation of confidence; or (f) it is required to be disclosed by law, but then only to the extent of a court order requiring such disclosure, so long as the disclosing party is given adequate notice of (if legally permitted) and the ability to challenge such required disclosure prior to the disclosure.

With regard to Confidential Information, the following shall apply: (a) each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information; (b) the receiving party shall not use any Confidential Information or any part thereof for any purpose other than for the benefit of the disclosing party for the purposes of this Agreement; (c) ChromeData and Licensee may share Confidential Information of the other party with their affiliates and consultants, contractors, experts and agents; provided that the person or entity with whom or which the information is being shared has agreed in writing to be bound by confidentiality provisions comparable to those specified in this Section 8; and (d) neither ChromeData nor Licensee will share any Confidential Information of the other party with any third party, including any competitor of the other party, without the prior written agreement of the other party.

In the event of a breach or threatened breach of the provisions of this section, the disclosing party shall be entitled to an injunction restraining such breach or threatened breach without having to prove actual damages or threatened irreparable harm, and without having to post a bond. Such injunctive relief as the disclosing party may obtain shall be in addition to all other rights and remedies available at law and in equity.

To facilitate the Licensee's use of the Ford/Lincoln Accessories Digital Solution, ChromeData may access, collect, store, process and transfer certain Licensee Data and/or DMS data which constitutes "Non-Public Personal Information" as such information is defined under Title V of the Gramm-Leach-Bliley Act, the FTC Regulations promulgated pursuant thereto, 16 CFR §313, and any similar state privacy laws or regulations. This Non-Public Personal Information shall only be used to facilitate the use of the Ford/Lincoln Accessories Digital Solution.

9. Reservation of Rights. ChromeData retains all right, title and interest, including all copyright, patent, trade secret, trademark, and any other intellectual property rights, in and to the Ford/Lincoln Accessories Digital Solution. Licensee shall gain no right, title or interest in the Ford/Lincoln Accessories Digital Solution by virtue of this Agreement, other than the non-exclusive licenses granted hereunder. Except as set forth herein, Licensee may not use or reproduce any portion of the Ford/Lincoln

Accessories Digital Solution and/or DMSconnect without prior written permission from ChromeData.

10. Disclaimer of Warranty and Limitation of Liability.

ChromeData's warranties are limited to the following: (a) the Ford/Lincoln Accessories Digital Solution will conform to the documentation; (b) services will be performed in professional manner by qualified personnel; and (c) Chrome has right to license the Ford/Lincoln Accessories Digital Solution to Licensee. ChromeData does not warrant that the Ford/Lincoln Accessories Digital Solution or DMSconnect is or will be error free or correct or that they do or will achieve any specific or intended results. ChromeData specifically disclaims any warranty, express or implied, regarding the use or performance of the Ford/Lincoln Accessories Digital Solution and DMSconnect, including without limitation, the implied warranties of merchantability, non-infringement and fitness for a particular purpose. In no event and under no legal theory, including without limitation, tort, contract or products liability, shall ChromeData, its subsidiaries, affiliates, employees, agents, contractors, third party providers or representatives be liable to Licensee, or its customers for any indirect, special, incidental or consequential damages of any kind whatsoever, including, without limitation, damages for loss of data, or computer malfunction, even if they have been advised of the possibility of such damages. If any claim is made as a result of the performance or non-performance of ChromeData in respect of its obligations hereunder or for breach by ChromeData of any warranty given herein or in the event that any disclaimer of warranty or limitation of liability is found to be unlawful or inapplicable, ChromeData's liability for damages to Licensee shall be limited, in the Aggregate, to Licensee's actual direct damages which shall not exceed three times the value of the annual license fee paid by Licensee for the Ford/Lincoln Accessories Digital Solution.

11. Indemnification.

a. Licensee and its successors and assigns agree to indemnify and hold harmless ChromeData and its successors, assigns from and against any loss, claim, suit or expense due to or arising out of the Licensee Data.

b. ChromeData at its expense will indemnify and hold Licensee harmless with respect to every claim that may be brought against Licensee or others that use the Ford/Lincoln Accessories Digital Solution, for any alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right based on ChromeData's activity under this Agreement, or the manufacture, sale, or use of the Ford/Lincoln Accessories Digital Solution (i) alone, (ii) in combination by reason of their content, design or structure, or (iii) in combination in accordance with ChromeData's recommendations. ChromeData will investigate and defend or otherwise handle every such claim, and at Licensee's request, assist Licensee in Licensee's investigation, defense, or handling of any such claim. ChromeData will pay all expenses and damages or settlement amounts that Licensee and others using the Ford/Lincoln Accessories Digital Solution may

sustain by reason of each such indemnified claim. ChromeData's obligations will apply even though Licensee furnishes all or any portion of the design and specifies all or any portion of the processing used by ChromeData.

12. Personally Identifiable Information.

- a. "PII" means (i) information in any format about an identifiable individual including, but not limited to, 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, and (iii) any information constituting "personal information" within the meaning of the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 – 1798.199 ("CCPA") and all rules and regulations implementing or interpreting the CCPA (together with the CCPA, the "California Consumer Privacy Laws"). "Licensee PII" means (i) PII furnished or made available by Licensee ChromeData, including PII in relation to the personnel of Licensee, or any of Licensee service providers (other than ChromeData or ChromeData's service providers), and (ii) PII created, developed, derived, collected, or acquired by ChromeData in providing the Ford/Lincoln Accessories Digital Solution to Licensee. "ChromeData PII" means PII other than Licensee PII that Licensee receives in the course of ChromeData's provision of Ford/Lincoln Accessories Digital Solution, including PII in relation to ChromeData's personnel, or the personnel of any of ChromeData's service providers. For the purposes of this Section 12, "applicable law(s)" means any laws that apply to the collector, controller, and processor of the PII.
- b. Use and Protection of Licensee PII:
- i. Licensee grants no right to ChromeData in Licensee PII except as expressly provided herein.
- ii. ChromeData will use Licensee PII only to provide the Ford/Lincoln Accessories Digital Solution to Licensee or to perform another business purpose (as defined and used in the California Consumer Privacy Laws) specifically directed in writing by Licensee. ChromeData will only reproduce Licensee PII to the extent necessary for these purposes.
- iii. ChromeData must not (A) sell Licensee PII, as the term "sell" is defined and used in the California Consumer Privacy Laws, (B) retain, use, or disclose Licensee PII for any purpose other than for the specific purpose of providing the Ford/Lincoln Accessories Digital Solution to Licensee, (C) retain, use, or disclose Licensee PII for any commercial purpose (as defined and used in the California Consumer Privacy Laws) other than providing the Ford/Lincoln Accessories Digital Solution to Licensee, or (D) retain, use, or disclose Licensee PII outside of the direct business relationship between Licensee and ChromeData.
- iv. ChromeData certifies that it understands the restrictions in Sections 12(b)(ii) and (iii) and will comply with them.
- v. ChromeData must comply with all applicable laws including any legally required codes of conduct, including those relating to privacy, security, and data protection.
- vi. ChromeData must protect the security, integrity and confidentiality of Licensee's PII using the standard of care that ChromeData would use in protecting the security, integrity and confidentiality of its own PII and confidential information, but not less than reasonable care. Taking into account the state of the art and the risks that are presented by the use of the PII, ChromeData will implement and maintain reasonable and appropriate practices, procedures, and systems, including administrative, technical, and physical safeguards to (i) protect the security, confidentiality, and integrity of Licensee PII; (ii) ensure against anticipated threats or hazards to the security or integrity of Licensee PII; and (iii) protect against unauthorized access to or use of Licensee PII.
- vii. With respect to Licensee PII that has been deidentified (as defined and used in the California Consumer Privacy Laws), ChromeData (A) must implement technical safeguards that prohibit reidentification of consumers and other data subjects to whom deidentified PII may pertain, (B) must implement business processes that specifically prohibit reidentification of deidentified PII, (C) must implement business processes to prevent inadvertent release of deidentified PII, and (D) must not make any attempt to reidentify deidentified PII.
- c. ChromeData's Disclosure of Licensee PII: ChromeData's disclosure of Licensee PII is also subject to the following requirements:
- i. ChromeData must not disclose to or allow access to v PII by its personnel except (A) as required to provide the Ford/Lincoln Accessories Digital Solution; (B) with Licensee's prior written approval; or (C) as required by applicable law and subject to prompt written notice to Licensee as provided in Section 12(c)(ii) below. When permitted, the disclosure or access to Licensee PII will be limited to the specific information necessary for the individual to complete the assigned task. ChromeData must inform personnel with access to Licensee PII of the data protections and confidentiality requirements set forth herein and train them on the proper use and protection of Licensee PII.
- ii. ChromeData must not sell (as defined and used in the California Consumer Privacy laws), disclose, provide, or exchange Licensee PII to or with any third party, except that ChromeData may provide Licensee PII to a third party that constitutes a "service provider" (as defined and used in the California Consumer Privacy

Laws) to ChromeData if (A) ChromeData obtains Licensee's written consent, (B) such disclosure is required for ChromeData to obtain products or services necessary for ChromeData to provide the Ford/Lincoln Accessories Digital Solution, (C) such disclosure will be limited only to the specific information necessary for the service provider to complete the assigned task and (D) such service provider(s) sign a written agreement with ChromeData that includes all of the restrictions, certifications, and other provisions necessary for the third party to constitute a "service provider" (as defined and used in the California Consumer Privacy Laws) to ChromeData and with obligations at least as stringent as ChromeData's obligations hereunder ("Permitted Service Provider"). ChromeData is responsible for the acts or omissions of its personnel and any Permitted Service Provider. Where disclosure is required pursuant to (Y) federal, state, provincial, or municipal laws or regulations, or (Z) the rules or regulations of any governmental agency, ChromeData must provide Licensee with prompt written notice in advance of the requested disclosure to provide an opportunity for Licensee to object to the required disclosure. ChromeData must refer any person seeking access to any Licensee PII, including any subpoenas, interrogatories or request for production of documents, to Licensee.

iii. Notwithstanding what is set forth herein, ChromeData may not use any Licensee PII to enhance any ChromeData data bases or for any use other than providing Ford/Lincoln Accessories Digital Solution to Licensee regardless of whether or not Licensee PII is (A) provided in an aggregated, de-identified or anonymized format by Licensee, or (B) is aggregated, de-identified or anonymized by ChromeData.

d. Disposal of Licensee PII: Except where prohibited by applicable law, promptly upon the earlier of the completion of the Purchase Order or the request of Licensee, all Licensee PII in any medium in ChromeData's possession or under its control will, at no charge to Licensee, be, at Licensee's option (i) destroyed in a manner that prevents its recovery or restoration, or (ii) returned to Licensee without ChromeData retaining any actual or recoverable copies thereof, except for any backup media, which shall be destroyed in accordance with ChromeData's standard destruction practices. ChromeData's use or disclosure of any retained Licensee PII will be limited to that required by applicable law.

e. Cooperation: ChromeData will provide information to Licensee regarding ChromeData's compliance with this Section 12. The Parties agree to modify this Section 12 as necessary from time to time for either Party to comply with applicable laws.

13. **Miscellaneous.**

a. Sections 5, 8, 10, 11, 12 and 13 of this Agreement and any other provision of this Agreement which by its very nature survives this Agreement shall survive the

termination of this Agreement and shall be forever binding upon the parties regardless of the reason for termination of this Agreement.

b. Any claim arising under this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. Each party hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York for all disputes and litigation arising under or relating to this Agreement. ChromeData and Licensee expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

c. This Agreement constitutes the entire agreement of the parties and supersedes any prior representations by ChromeData or any written or oral agreements between the parties respecting this subject matter. No amendment, modification, or alteration of the terms and conditions of this Agreement shall be binding unless it is in writing and duly executed by the parties to this Agreement.

d. The parties are independent contractors, and nothing contained herein will be deemed to create a partnership, agency, joint venture or employment relationship. Except as expressly provided in this Agreement, neither party has the power to act in the name of, or on behalf of, or incur any obligation binding upon, the other party.

e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become final and binding until accepted by ChromeData as indicated by its signature below.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned parties have duly executed this Agreement as of the Effective Date set forth above.

Licensee:

By: Print Name / Title

Autodata, Inc. dba ChromeData

By: Print Name / Title

Appendix B – Service Level Agreement

1. General Support

ChromeData will provide the following:

a. Activities:

- Provide telephone support in English as well as the following:
 - Ticketing process
 - Issue investigation
 - Resolution follow-up
- 8 am to 8 pm prevailing ET, Monday – Friday, excluding holidays

b. Deliverables:

- Help Desk Support as described in 1.a. above.

2. Break Fix Services

The high level objectives of the break fix services are to:

- Monitor and provide support, on an ongoing basis, so that the Ford/Lincoln Accessories Digital Solution is functioning as designed.
- Investigate and resolve all issues identified in the Ford/Lincoln Accessories Digital Solution by ChromeData or Licensee and its Users in a manner consistent with the defined Severity Levels set in this Appendix A.

a. Break Fix Services

The break fix services will provide for the diagnosis and problem resolution of outages to the Ford/Lincoln Accessories Digital Solution caused specifically by breaks in the production environment (“Service Incidents”). Specifically, such break fix services will include the following (“Break Fix Services”):

- Service Incidents Management - ChromeData will use its issue management system, JIRA, for Service Incidents. ChromeData will use JIRA to log, escalate and manage Service Incidents.
- Customer Service Support (“CSS”) - ChromeData shall provide remote help desk support for the reporting of Service Incidents via phone at 248-257-5478 or 248-292-3984 and via email at DSSFordSuccess@jdpa.com or via JIRA, which shall be available seven days per week, twenty-four hours per day, during the term of this Agreement.
- Support Hours - The CSS will receive Service Incidents from Licensee and its Users based on Severity Level. ChromeData will be available during the Primary Support Hours noted in the table below and will be on call during Secondary Support Hours, also noted in the table below.
 - **Primary Support Hours:** Diagnose, Resolve and/or Repair Service Incidents of all severity levels.
 - **Secondary Support Hours:** Diagnose, Resolve and/or Repair Service Incidents defined as Severity Level 1 only with all other Service Incidents logged for later action during the subsequent Primary Support Hours.

System/Application Supported	Primary Support Hours	Secondary Support Hours
Ford/Lincoln Accessories Digital Solution	8:00am-8:00pm prevailing ET, Monday through Friday excluding holidays	7 days x 24 hour on call basis

- Severity Levels** - The Severity Levels described below will be used to categorize all Service Incidents from the Licensee and its Users. The Severity Level will be assigned initially by Licensee and its Users or by ChromeData (if ChromeData originates the ticket) and validated and mutually agreed to by ChromeData using the criteria below.

Severity Level	Description	Service Incident Characteristics	Response Time SLO*	Outcome**
1	Critical	System processing has stopped, all Ford locations are impacted, and Ford users are unable to access Ford/Lincoln Accessories Digital Solution, and no workaround, bypass or alternative is available, and a major financial and/or legal impact condition exists.	ChromeData will acknowledge such Service Incident within one (1) hour of being notified as outlined below. ChromeData will provide status updates at least every six (6) hours until Repaired and/or Resolved.	ChromeData will work on Repair and/or Resolution 7x24 until Service Incident is Resolved and/or Repaired.
2	Major	A solution of Ford/Lincoln Accessories Digital Solution is down, degraded or unusable, which impacts one or more Ford locations and users but has minimal financial and/or legal risks.	ChromeData will acknowledge such Service Incident within ninety (90) minutes of being notified as outlined below. ChromeData will provide status updates at least twice a day during Primary Support Hours until Repaired and/or Resolved.	ChromeData will work on Repair and/or Resolution during Primary Support Hours until Service Incident is Resolved and/or Repaired.
3	Minor	A solution of Ford/Lincoln Accessories Digital Solution is not functioning as designed with minimal impact to one or more Ford locations and users, and has minimal to no financial and/or legal risks.	ChromeData will acknowledge such Service Incident within three (3) hours of being notified as outlined below. ChromeData will provide status updates weekly during Primary Support Hours until Repaired and/or Resolved.	ChromeData will work on Repair and/or Resolution during Primary Support Hours until Service Incident is Resolved and/or Repaired.

*Response time measurement begins for the Response Time SLOs when ChromeData is notified of a Service Incident and a JIRA ticket is created.

****Service Incidents requiring third party intervention (i.e. Ford and its third-party partners or vendors), or wait time for responses from Licensee and/or its Users, will be excluded from the Response Time SLOs set forth in the chart above.**

- Service Level Objective (“SLOs”) - The SLOs identify the key performance measure that will be used to evaluate ChromeData’s delivery of the Break Fix Services. These SLOs are based on the following criteria and definitions:
 - “RCA” is the root cause analysis that identified the root cause of the Service Incident and the development of a mutually agreed upon plan to resolve such Service Incident.
 - “Repaired” and/or “Repair” is defined as Ford/Lincoln Accessories Digital Solution working as designed with a workaround.
 - “Resolved” and/or “Resolution” is defined as implementation of the RCA, pursuant to mutually agreed upon requirements, so that Ford/Lincoln Accessories Digital Solution works as designed.
- Key Assumptions - ChromeData’s estimates to perform these Break Fix Services are based on the following key assumptions:
 - Multiple Service Incident tickets for the same problem will be grouped into a single Service Incident and are tracked as a single Service Incident.
 - A full Service Incident constitutes the initial reporting of a problem and its complete Repair and/or Resolution (as applicable). For example, though there may be many calls placed against the same Service Incident, each call/email or other communication will not be deemed a separate “Service Incident.”
- ChromeData Responsibilities - ChromeData will:
 - Validate Service Incidents that are reported by Licensee and/or its Users for Severity Level and authorization and adjust Service Incident Severity Level, if required;
 - Perform problem management and escalation in accordance with the call flow process developed by ChromeData and mutually agreed upon by ChromeData and Ford (the “Call Flow Process”);
 - Determine viable Repair and/or Resolution options or transfer accountability of Service Incident to the appropriate owner;
 - Determine the desired Repair and/or Resolution in conjunction with Licensee and its Users;
 - Apply the desired Repair and/or Resolution to ChromeData’s development environment;
 - Unit test the Resolution in ChromeData’s development and/or test environment;
 - Coordinate the installation of Repair and/or Resolution into the production environment; and
 - Perform and document the RCA.
- Licensee Responsibilities - Licensee will:
 - Ensure its Users report Service Incidents through the Call Flow Process;
 - Participate in the Repair and/or Resolution determination as required by ChromeData;
 - Develop user test scenarios/test cases, as required; and
 - Conduct user acceptance testing, as required.