

TERMS AND CONDITIONS FOR SERVICES

1. Applicability.

(a) These terms and conditions for services ("**Terms**") are the only terms that govern the provision of services by the Minnesota Automobile Dealers Association ("**Service Provider**") to the dealership ("**Customer**") for the Title Relief Help Center.

(b) These Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

2. Services. Service Provider shall provide the following services ("**Services**") to Customer:

(i) Complex title issue resolution for vehicles titled or sought to be titled in Minnesota.

(ii) Expert advice and application of title business practices for vehicles titled or sought to be titled in Minnesota.

(iii) Expedited communication and action between Customer and the State of Minnesota.

(iv) Liaison/advocate between Customer & deputy registrars located in the State of Minnesota.

3. Performance. Service Provider shall use reasonable efforts to meet any performance duties specified in these Terms.

4. Customer's Obligations. Customer shall:

(a) cooperate with Service Provider in all matters relating to the Services and provide such access to relevant information, as may reasonably be requested by Service Provider, for the purposes of performing Services;

(b) provide such Customer materials or information as Service Provider may reasonably request to carry out Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and

(c) obtain and maintain all necessary licenses and consents and comply with all applicable laws necessary for Service Provider to carry out Services.

5. Customer's Acts or Omissions. If Service Provider's performance of its obligations under these Terms is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under these Terms or otherwise be liable for any costs, charges, or

losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Fees and Expenses

(a) In consideration of the provision of Services by Service Provider and the rights granted to Customer under these Terms, Customer agrees to pay the applicable fees based on Customer's selection of subscription as indicated at the time of online purchase. Current subscription options include:

- (i) 3 months - \$450
- (ii) 6 months - \$750
- (iii) 12 months - \$1,200

(b) "Customer" shall be defined as a single rooftop new vehicle dealership licensed in the State of Minnesota. Dealership groups comprised of more than one rooftop must maintain a separate subscription for each individual rooftop that wishes to utilize Services provided by Service Provider.

(c) Service Provider shall not carry out any Services until all applicable payments have been made in full.

7. Cancellation of Subscription

(a) Subscriptions shall automatically renew for the length of subscription selected unless canceled at least 30 days prior to end of the current subscription. Notice of cancellation shall conform to the requirements set forth in Section 18 below.

(b) In addition to any remedies that may be provided under these Terms, Service Provider may terminate these Terms with immediate effect upon written notice to Customer, if Customer:

- (i) fails to pay any amount when due under this Agreement, and such failure continues for 30 days after Customer's receipt of written notice of nonpayment; or
- (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or
- (iii) Attempts to, or actually does, utilize Services for, or from, a dealership within a dealership group that does not have a subscription for the Title Relief Help Center.

8. Taxes. Customer shall be 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 entity on any amounts payable by Customer.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Service Provider in the course of performing Services, except for any Confidential Information of Customer or Customer materials, shall be owned by Service Provider.

10. Confidential Information.

(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Service Provider to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and these Terms is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Service Provider. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to Customer at the time of disclosure; or
- (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of Services.

11. Representation and Warranty.

(a) Service Provider represents and warrants to Customer that it shall perform Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under these Terms.

(b) Customer understands and acknowledges that Service Provider cannot, and will not, provide legal advice on any matters related to carrying out Services. Customer further acknowledges that Services carried out under these Terms does not constitute the practice of law and these Terms do not in any way form an attorney client relationship.

(c) Customer understands and acknowledges that certain matters pertaining to Services are solely in the control, and/or within the discretion of, the State of Minnesota and that Service Provider is not the State of Minnesota or a representative of the State of Minnesota, and is limited in certain respects to the permissions granted by the State of Minnesota.

12. Limitation of Liability.

(a) IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY SERVICES PROVIDED BY SERVICE PROVIDER.

(b) The limitation of liability set forth above in Section 12 shall not apply to liability resulting from Service Provider's gross negligence or willful misconduct.

13. Waiver. No waiver by Service Provider of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms (except for any obligations of Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, but not limited to, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action, including, but not limited to, shutdowns or stay-at-home orders related to a state or national health emergency; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; or (i) other similar events beyond the reasonable control of the Impacted Party.

15. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under these Terms.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. Governing Law. All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of the State of Minnesota. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the courts of the State of Minnesota, County of Dakota. and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

18. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the order confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving Notice has complied with the requirements of this Section.

19. Severability. If any provision or section in these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or section in these Terms or invalidate or render unenforceable any other provision or section in these Terms.

20. Survival. Provisions of these Terms, which by their nature should apply beyond termination of these Terms, will remain in force after any termination or expiration of these Terms, including, but not limited to, the following provisions: Confidentiality, Governing Law, and Survival.

21. Amendment and Modification. These Terms may only be amended or modified in writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.