

TERMS AND CONDITIONS FOR AUTOMOTIONTV

These Terms and Conditions for AutoMotionTV are a legal agreement between you and Cinemotion, LLC d/b/a AutoMotionTV and its affiliates (collectively, "AutoMotionTV") governing your use of the AutoMotionTV service. These Terms and Conditions constitutes the entire agreement between the parties and supersedes all prior agreements. These Terms and Conditions may be amended only upon the mutual written agreement of the parties. These Terms and Conditions may only be accepted by AutoMotionTV by its execution and delivery of the Service. **Please carefully read these Terms and Conditions. They are a binding legal agreement.**

The Service

AutoMotionTV has developed the AutoMotionTV service, which is an online platform display and market advertising content on such platforms (the "Service"). Once you open an account by completing the Order Form, AutoMotionTV will use reasonable efforts to create a video test drive application (the "Application") for your business. AutoMotionTV does not guarantee acceptance of any Application by any website provider. AutoMotionTV reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) or terminate your Application or account at any time with or without notice.

From time to time, AutoMotionTV may issue an update to the Service that may add, modify or remove features from the Application. These updates may be pushed out automatically with little or no notice, although AutoMotionTV will do everything in its power to notify you in advance of an upcoming update, including details on what the update includes.

AutoMotionTV exclusively owns all rights, title and interest in and to the Service, the Application and all associated intellectual property rights, and you shall have no rights in the Services or the Application, other than the rights explicitly set forth in these Terms and Conditions. AutoMotionTV's trademarks and trade dress may not be used in connection with any product or service that is not AutoMotionTV's, or in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits AutoMotionTV. You may not duplicate, copy, or reuse any portion of the Service or the Application without express written permission from AutoMotionTV.

You understand that the technical processing and transmission of the Service, Application and Content, may be transferred unencrypted and may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. In addition, you understand that we may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service and the Application.

AutoMotionTV will store all Content related to the Service in its content management system. AutoMotionTV shall not be liable under any circumstance to you or any other party for any Content that is lost, damaged or destroyed. AutoMotionTV does not represent or warrant that all Content will be available at all times.

Your Account

By executing the Order Form, you:

- (a) represent and warrant that Dealer is an authorized franchise dealership in good standing of the manufacturers set forth on the first page of the Order Form (the "Manufacturers").

- (a) authorize AutoMotionTV to use the Service to create the Application on your behalf using, but not limited to, images, video, 360 spins, data, text, audio, graphics, trademarks, logos, sounds, music, artwork and other content (collectively, "Content") that may include the intellectual property of the Manufacturers as well as the intellectual property of AutoMotionTV.
- (a) affirm, represent and warrant that you own or have the necessary licenses, rights, consents and permissions to use the Content and grant AutoMotionTV the rights granted under this Order Form.
- (a) agree that the Content will not contain third party copyrighted material or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to use the Content.
- (a) grant AutoMotionTV a nonexclusive, transferrable, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display the Content throughout the world in any form or media to create, run and manage on your behalf the Service and your Application.

You may cancel your account at any time by mailing or faxing AutoMotionTV written notice. You will receive notification of your account cancelation by mail or fax. If you cancel your account before the end of your current paid up month, your cancellation will take effect at the end of the current month and you will not be charged again, nor will you receive a refund for any partial month. AutoMotionTV reserves the right to refuse service, terminate accounts, remove or edit Content, cancel Applications or cancel orders in its sole discretion.

You shall comply with all applicable laws, rules and regulations pertaining to your performance under these Terms and Conditions, your use of the Service and your use of the Application.

You further represent and warrant to AutoMotionTV that Dealer (i) is a duly incorporated, chartered, organized or formed entity, validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) is authorized to enter into this Order Form; and (iii) is not subject to any conflicting obligations that will or might prevent Dealer from performing under these Terms and Conditions; and (iv) will not violate any agreements or covenants by entering into this Order Form or performing hereunder.

Content and Your Conduct

You are solely responsible for the Content that you license to AutoMotionTV under this Order Form.

You agree not to:

- a. provide any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information).
- b. provide any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- c. disable, modify or change in any way any protection features in the Service or the Application.
- d. intentionally or unintentionally violate any applicable local, state, national or international

law, and any regulations having the force of law.

You acknowledge that AutoMotionTV has the right (but not the obligation) in its sole discretion to refuse or remove any Content.

Payment Terms

Pricing for the Service is set forth on the first page of the Order Form. AutoMotionTV reserves the right to change Service pricing upon 30 days prior notice.

The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for setup fees, partial months of service, upgrade/downgrade refunds or refunds for months unused with an open account. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

Disclaimer of Warranties and Limitation of Liability

THE SERVICE, APPLICATION AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED BY AUTOMOTIONTV ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. AUTOMOTIONTV MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE, APPLICATION OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND THE APPLICATION IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, AUTOMOTIONTV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AUTOMOTIONTV DOES NOT WARRANT THAT THE SERVICE; APPLICATION; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE; ITS SERVERS; OR E-MAIL SENT FROM AUTOMOTIONTV ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AUTOMOTIONTV WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE OR THE APPLICATION OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AUTOMOTIONTV DOES NOT WARRANT THAT (i) THE SERVICE OR THE APPLICATION WILL MEET YOUR SPECIFIC REQUIREMENTS, (ii) THE SERVICE OR THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THE APPLICATION WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, APPLICATIONS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE OR THE APPLICATION WILL BE CORRECTED.

YOU SPECIFICALLY ACKNOWLEDGE THAT AUTOMOTIONTV SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOU AND AUTOMOTIONTV AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, SERVICE OR APPLICATION MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

AUTOMOTIONTV'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THESE TERMS AND CONDITIONS OR RELATING TO THE SERVICE OR THE APPLICATION SHALL NOT IN ANY EVENT EXCEED THE AMOUNTS PAID OR TO BE PAID BY YOU FOR THE SERVICE OR THE APPLICATION IN THE YEAR IN WHICH THE EVENT GIVING RISE TO SUCH LIABILITY OCCURRED.

Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless AutoMotionTV, its owners, subsidiaries, direct and indirect affiliates, officers, directors, attorneys, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Service or the Application; (b) your violation of any term of these Terms and Conditions; (c) your violation of any third party right, including without limitation any copyright, property or privacy right; or (d) any claim that Content caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the Service or the Application.

Applicable Law

You agree that the laws of the State of Minnesota, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and AutoMotionTV. You agree to the personal jurisdiction and venue in the state and federal courts located in Hennepin County, Minnesota, and waive any objection to such jurisdiction or venue.

Miscellaneous

Neither party shall be held liable to the other party for any failure to fulfill any term or condition hereunder if fulfillment has been delayed, hindered or interfered with by any circumstances which are beyond the control or without the fault of such party, including any industrial dispute, strike, act of God, fire, accident, war, terrorism, insurrection, delay of suppliers or inability to obtain materials or supplies. Any delay, indulgence or failure by either party to enforce any provision of these Terms and Conditions shall in no way affect the rights of either party thereafter to require complete performance or strict compliance by the other party and the same shall not be held to be a waiver of any breach or of the provision itself. If any term or condition of these Terms and Conditions is held to be invalid, void or unenforceable in any jurisdiction, the remaining provisions shall remain in full force and effect and shall in no way be effected, impaired, or invalidated, and the validity of the relevant term or condition in any other jurisdiction shall not be affected. These Terms and Conditions, together with any schedules and exhibits, constitutes the entire agreement between the parties pertaining to the subject matter of these Terms and Conditions. These Terms and Conditions supersedes and cancels all prior oral and written agreements or understandings between the parties with respect to the subject matter of these Terms and Conditions. No representations or statements of any kind made by any representative of either party, which are not stated herein, shall be binding. No course of dealing or usage of

trade or course of performance shall be relevant to explain or supplement any term expressed in these Terms and Conditions. These Terms and Conditions may not be modified or amended, except by a writing signed by the both parties. AutoMotionTV expressly rejects any terms in any forms you provide.