

eOffice License Agreement Terms and Conditions

NOTICE: Please read these i3 Brands, Inc. dba TradeMotion eOffice License Agreement Terms and Conditions (the “**Agreement**” or “**Terms and Conditions**”) carefully. If you do not agree, you may not use the TradeMotion site and services. These Terms and Conditions are incorporated by this reference into the TradeMotion eOffice License Agreement Sign Up Page.

1. GENERAL

- 1.1. You are entering into an agreement with i3 Brands, Inc. dba TradeMotion whereby they will provide the following services to you.
- 1.2. i3 Brands, Inc. dba TradeMotion (“**TradeMotion**”) is an Internet software, marketing and technology solutions provider that, through internal marketing services, provides its eOffice clients with eCatalogs and data management.
- 1.3. The software, documentation, code, images, designs, and any logos accompanying the Agreement are licensed, not sold to you, a licensed and franchised automotive dealership (“**Client**” or “**you**”) by TradeMotion for use only under the terms of this Agreement. TradeMotion reserves all rights not expressly granted to Client. The rights granted herein are limited to the right to use TradeMotion’s proprietary back-end administrative program for the Parts eStore, called TradeMotion eOffice (“**eOffice**”), (the “**TradeMotion Solutions**”) and all services provided by TradeMotion to Client in connection with the aforementioned (the “**TradeMotion Services**”) (collectively, the “**TradeMotion Solutions and Services**”) and do not include patent or any other intellectual property rights. TradeMotion represents and warrants that it and its licensors have all applicable and necessary intellectual property rights in the TradeMotion Solutions and Services, such that TradeMotion may grant licenses and sublicenses thereof. These Terms and Conditions will govern any software upgrades provided by TradeMotion that replace and/or supplement the original TradeMotion Solutions product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. You expressly acknowledge and agree that the TradeMotion Solutions (defined below) are being provided to you pursuant to a “software-as-a-service” model and at no time shall you or your customers, employees, or representatives have access to object code or source code of the TradeMotion Solutions.
- 1.4. Title and intellectual property rights in and to any Content displayed by or accessed through TradeMotion and the TradeMotion Solutions and Services belongs to the respective Content owner. Such Content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such Content.

This license does not grant Client any rights to use such Content outside of the scope of this Agreement. You hereby recognize and acknowledge that the search engine optimization techniques to be employed on your websites are customized by TradeMotion, copyright rights and all other ownership rights of which shall remain in full possession of TradeMotion.

- 1.5. TradeMotion's obligations under this agreement are non-exclusive.
- 1.6. We may make reasonable changes to these terms and conditions at any time with reasonable notice. We will notify you via your eOffice when such changes have been made so that you may review the new Terms and Conditions.

2. RELATIONSHIP BETWEEN PARTIES

- 2.1. TradeMotion and the Client are independent contractors. There is no agent-principal, employer-employee, partnership, limited partnership, corporation, or any other business, legal, or formal relationship formed between TradeMotion and Client other than that of independent contractors and the terms set forth under this Agreement.
- 2.2. Each party will never, either during or after the term, act or omit an act in a way that is or may be libelous or slanderous to the other party. Each party agrees that such act or omission entitles the other party to injunctive relief.
- 2.3. Unless otherwise agreed in writing with TradeMotion, Client's agreement with TradeMotion will always include, at a minimum, the Terms and Conditions.
- 2.4. Client's Agreement with TradeMotion will also include the terms of any additional legal notices applicable to any Additional Services ("**Additional Services**" are defined in paragraph 18.3), if any, in addition to the Terms and Conditions ("**Additional Terms**"); *provided*, no Additional Terms will be effective against a party unless a written copy of such Additional Terms is provided to and agreed to in writing by that party in advance. Where Additional Terms apply to Additional Services, these will be accessible for Client to read and agree to either within, or through Client's use of, that Additional Service.

3. PURPOSE OF THE AGREEMENT

- 3.1. Client acknowledges that the purpose of this Agreement is to set out the terms by which TradeMotion will provide Client, and Client will use, pricing and product information strictly to facilitate wholesale and retail sales of automotive parts and products. Such information regarding automotive parts and products is proprietary and may not be sold or resold

by Client or any Client entity accessing the information through the Client's eOffice.

4. RESTRICTIONS

- 4.1. Client may not (and may not allow any third party to) decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the TradeMotion Solutions or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the TradeMotion Solutions). Any attempt to do so is a violation of the rights of TradeMotion and the licensors of TradeMotion Solutions, and upon discovery by TradeMotion of a breach of this Section, Client is immediately subject to injunction, litigation, and termination of Client's account, and damages as set forth in Section 11 (Liquidated Damages) of this Agreement.
- 4.2. Client agrees that nothing contained in this Agreement gives the Client any ownership, claim, license or other interest in any data, trademarks, trade names, service marks, copyrights, patents, trade secrets and/or other intellectual property rights or other property rights of TradeMotion, its parent, or any affiliate or related company, and the Client agrees to never assert or claim any such interest. Specifically, this Agreement grants no license in and no rights to U.S. Patent No. 6,996,538 and its progeny in the United States and all countries and jurisdictions. All Content, designs, and other intellectual property created by TradeMotion remains the sole property of TradeMotion, unless governed by a different written agreement.
- 4.3. TradeMotion agrees that nothing contained in this Agreement gives TradeMotion any ownership, claim, license or other interest in any data, trademarks, trade names, service marks, copyrights, patents, trade secrets and/or other intellectual property rights or other property rights of Client, and TradeMotion agrees to never assert or claim any such interest, except that TradeMotion shall be permitted to use sales data obtained through the TradeMotion Solutions, in an aggregated and anonymized form only, for aggregate reporting purposes. In no event shall any data refer, directly or indirectly, to Client or any of its customers, and in no event shall any data be identifiable as coming from or relating to Client and/or any of its customers without the express written consent of Client. TradeMotion will not contact Client's customers individually for solicitation or advertisement purposes, but may contact them on Client's behalf for account information or maintenance purposes.
- 4.4. **Exclusive as to Client. This license is exclusive as to the Client. Client may not engage non-TradeMotion companies for similar or**

substantially similar Services relating to online parts catalog hosting and management and automotive parts e-commerce platforms during the term of this Agreement, except for any ecommerce site(s) and/or provider(s) offered and/or supported by Client's affiliated franchise manufacturers. Any breach of this section may be considered a material breach of this agreement, and the agreement may be subject to immediate termination by TradeMotion upon discovery of such breach, with no refunds.

5. TERM

- 5.1. This Agreement is effective as of the date of sign-up by Client (“**Effective Date**”), and will continue for one year, or, in the alternative, the amount of years indicated on Client’s Sign Up Page (“**Term**”), and will automatically renew for successive one year terms, with no cancellation fee and no refund (including no refund of any portion of an already-received monthly fee, if Client is paying in a monthly fee arrangement) if cancelled prematurely. All payments are non-refundable. Client may terminate this Agreement at the end of the any one year term; *provided*, notice be given sixty (60) days in advance of the end of that year term date by certified United States Mail LETTER to the Director of Sales. Late payment does not extend the Term. If applicable, Client must continue paying monthly fees until termination is effective.
- 5.2. If Client is paying a monthly fee, TradeMotion shall not increase the monthly fee stated in the Sign Up Page for at least one year from the Effective Date of this Agreement. Thereafter, TradeMotion may increase the monthly fee by the Consumer Price Index plus 5% or to the then Current Pricing on at least ninety (90) days’ prior written notice to Client. TradeMotion may reduce the monthly fee at any time.
- 5.3. **RENEWAL PROCEDURE.**
- 5.3.1. Credit Card Payments: For annual payments via an authorized credit card on file, TradeMotion will send a renewal invoice for the consecutive term (“**Renewal Term**”) sixty (60) days in advance of Client’s renewal date. TradeMotion will automatically bill the credit card on file for the next annual fee thirty (30) days before the renewal date, unless TradeMotion has received a written notice of termination from Client prior to that. The same procedure will apply for multi-year payments.
- 5.3.2. Check or Money Order Payments: For annual payments via check or money order, TradeMotion will send an invoice for the Renewal Term sixty (60) days in advance of the expiration of Client’s current Term,

unless TradeMotion has received a written notice of termination from Client prior to that. If TradeMotion does not receive a check or money order from Client by the renewal date, Client's account will be disabled.

5.3.3. Non-payment of Renewal Fee: If Client does not pay their Renewal Fee in a timely manner, Client's TradeMotion website(s) will be disabled after the renewal date. However, as soon as a late Renewal Fee is received, your website will be reactivated within twenty-four (24) hours, so long as it is within three (3) months of your renewal date. TradeMotion does not guarantee preservation of your TradeMotion website(s) past the three (3) month mark after an unpaid renewal date.

5.3.4. Renewal of Terms: Upon renewal of your account, whether via automatic credit card payment or check or money order, your acceptance of these terms and conditions is renewed.

6. PAYMENT

- 6.1. Client must submit payment to TradeMotion according to the terms of the applicable fee schedule contained in Client's Sign Up Page or renewal invoice. TradeMotion will not, and is under no obligation to, activate Client's eOffice or train Client until payment is received.
- 6.2. RENEWAL ANNUAL ESTORE ACCOUNTS. Late payment does not extend the Term.
- 6.3. NEW ANNUAL ESTORE ACCOUNTS. For new Clients, the effective date of the annual subscription is the date on which the Client completes the Sign Up Page and submits it to TradeMotion. A late fee of \$50 will apply if Client does not pay within thirty (30) days of the effective date. NOTE: If TradeMotion receives a payment later than the effective date, TradeMotion will not activate Client's account until TradeMotion receives the payment, and Client does not get extra time on their subscription (the annual subscription is still counted from the date Client completed the Sign Up Page).
- 6.4. MONTHLY PAYMENTS. If a Client has a monthly payment plan, a fifty dollar (\$50.00) late fee will be assessed for payments received over fifteen (15) days from the date of invoice.
- 6.5. OTHER SERVICES. If the Client elects to subscribe to more than one manufacturer's catalog or any additional features or services from TradeMotion, as agreed to between TradeMotion and Client, Client agrees to pay for such features or services prior to such additional features being

activated, or services being performed, according to Client's Sign Up Page or additional invoices.

- 6.6. CREDIT CARD PAYMENTS AND FEES. If you are paying via credit card, you must provide TradeMotion with current billing and contact information and authorize TradeMotion to bill all account and services-related charges to your credit card on file. All rates and prices quoted by TradeMotion are in US Dollars. All charges will appear on your credit card statement as "TradeMotion." You must advise TradeMotion of any changes in credit card details. If your credit card is denied for any reason on the first attempt, TradeMotion will automatically attempt to resubmit such card within three (3) business days of the original attempt. If the card is denied again, you may provide alternative billing arrangements.
- 6.7. A thirty-five dollar (\$35.00) chargeback fee will be assessed for each chargeback received by TradeMotion.
- 6.8. CHECK/MONEY ORDER PAYMENTS AND FEES. Payments by check or money order will be accepted but only for full payments. Checks should be addressed to TRADEMOTION, Inc. and sent to 2190 Carmel Valley Rd., Suite D, Del Mar, California, and must note your TradeMotion Parts eStore ID#, and if they are for your monthly Marketing Services payment, add the phrase "Marketing Services". Payment will only be considered received and valid after it clears the applicable banking institution.
- 6.9. TradeMotion will charge a thirty-five dollar (\$35.00) fee for returned (NSF) checks. If you issue an NSF check to TradeMotion, you will be required to submit future payments through certified check or money order, or with a credit card.
- 6.10. Attorneys' Fees. Client hereby agrees to pay all reasonable attorneys' fees and collection fees arising from any efforts to collect any past due amounts to the extent allowed by law.
- 6.11. Continuous Payment. The suspension or termination of TradeMotion's Solutions or of the Agreement, shall not absolve you from paying any outstanding fees, interests and penalties. Client shall be responsible for any costs for the collection of such fees. Costs herein contemplated shall include, among other expenses rightfully due to TradeMotion, attorney's fees, expenses of litigation, and payment of damages.
- 6.12. Marketing Services Fees. If you have elected to receive additional marketing services from TradeMotion, you must pay for such services ("Marketing Services Fees") immediately upon invoice, or no services will be provided. If you have continuous Marketing Services from TradeMotion, and you fail to pay an invoice when due, TradeMotion will provide a written notice (via email or mail) as to such failure. Upon such

notice, you must make the payment due within ten (10) days of the date of that notice or TradeMotion may do any or all of the following:

- 6.12.1. TradeMotion may assess and collect late fees equaling five percent (5%) per month.
- 6.12.2. Terminate the provision of Marketing Services without incurring any liability whatsoever for any remaining Marketing Services, and without incurring any responsibility to perform any further Marketing Services under this Agreement, and with no refund for previously received Marketing Fees.

7. TRADEMOTION DUTIES AND RESPONSIBILITIES

- 7.1. TradeMotion will provide to Client a username and password (such password may be changed by Client) for Client's staff to access their eOffice to view and manage availability, orders, and returns.
- 7.2. TradeMotion represents and warrants to Client that it is compliant with the Payment Card Industry Data Security Standard (PCIDSS) as set out in https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml.
- 7.3. TradeMotion will indemnify, defend, with TradeMotion's choice of counsel, and hold Client and each of its directors, officers, managers, employees, and agents harmless from and against any and all claims, actions, suits, proceedings, losses, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Claims**") arising out of or directly relating to (i) any claim that any part of the Solutions infringes any third party's U.S. copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, (ii) any default or breach by TradeMotion of any of the provisions of this Agreement, including, without limitation, TradeMotion's representations and warranties; or (iii) any gross negligence or willful misconduct of TradeMotion or any of its directors, officers, agents or employees, in connection with this Agreement or the TradeMotion Solutions and Services or work hereunder, except to the extent such Claims are caused by Client's negligence or willful misconduct.
- 7.4. TradeMotion is responsible for complying with any Federal or State taxes, and tariffs in providing the TradeMotion Solutions and Services and licensing TradeMotion's software under this Agreement. TradeMotion is not responsible for any collection or payment of taxes or tariffs on behalf of or for Client, including but not limited to sales or service taxes relating to any provision of goods or services by Client to any third parties.

8. TRADEMOTION MARKETING SERVICES: If you have an agreement with TradeMotion whereby TradeMotion will provide Marketing Services to you, then this Section 8 applies.

- 8.1. Marketing Services. Marketing Services provided include, but are not limited to, TradeMotion Custom Parts eStore, inbound link building, social media management, Google AdWords and other search engine marketing (“SEM”) keyword campaign management, email marketing and other creative services. Hourly pricing is according to individual quote. Fifty percent (50%) of estimated hourly rates are due before any additional work commences. TradeMotion will not perform any billable Marketing Services without Client’s prior written consent as to the incurrence and amount of the charges.
- 8.2. Monthly Managed Services. Additional Marketing Services can be obtained as a stand-alone monthly managed service outside of the Custom Parts eStore licensing. Our basic “a la carte” packages are as follows:
 - 8.2.1. Inbound Link Building Services. TradeMotion inbound link building services are performed on a month-to-month basis. A minimum of nine (9) months service is required with first and last due at sign-up..
 - 8.2.2. AdWords Campaign Management. A Campaign Management Procedure document will contain all particulars of and associated AdWords Campaign Management agreement.
 - 8.2.3. Social Media Management. TradeMotion Social Media Management services provide one (1) hour per week, per domain. Any services for under a three (3) month contracted period will require a setup fee.
 - 8.2.4. Client will not be responsible for any charges for any of these additional Marketing Services unless Client has consented in writing in advance to the incurrence and amount of charges.
- 8.3. Search Engine Indexing. TradeMotion does not provide any guarantees as to the timing or accuracy of search engines’ ability to properly index and categorize your web site.
- 8.4. Review Optimized Pages Content. Prior to publication, you must carefully review the content, check all links, and make sure that design of the pages is consistent with what was agreed upon; all standard Quality Assurance (“QA”) practices. You must approve any updates in writing (via e-mail) to the uploaded pages so that TradeMotion will complete the optimization process and publish your website(s) changes.

- 8.5. Parts eStore Uptime and Downtime TradeMotion Hosted. If the optimized Parts eStore(s) is hosted by TradeMotion, you will be notified of possible downtimes and server maintenance schedules.
- 8.6. No Modification. You acknowledge that: (i) given the global nature of the Internet, that there is no necessity to modify the product and service provided by TradeMotion, and (ii) that such actions will likely impair the performance standards of optimization expected by TradeMotion. You shall not update, alter, modify, or tamper with the optimized pages. You acknowledge that such inappropriate actions will void any of TradeMotion's responsibilities under the Agreement at TradeMotion's sole discretion, and may result in immediate termination of the Agreement.
- 8.7. You may not copy, in whole or in part, the user interface, optimized page structure, creative elements, navigation elements, HTML code, and optimized content, except any such that are created and/or provided, in whole or in part, by Client.
- 8.8. You may not upload any website pages or redirect the previous optimized website to other domains. Client acknowledges that such actions may also void any of TradeMotion's responsibilities under the Agreement at TradeMotion's sole discretion, and may result in immediate termination of the Agreement.

9. CLIENT DUTIES AND RESPONSIBILITIES

- 9.1. Client will be responsible for obtaining access to the Internet (the World Wide Web) either directly or through devices that access Web-based content and you must pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.
- 9.2. Client is solely responsible for updated and maintaining its accounts within its TradeMotion eOffice, including completing orders and returns.
- 9.3. Client shall process orders solely at the Client physical location address indicated by Client on the signature page.
- 9.4. Client is solely responsible for complying with any Federal, State or local laws, taxes, and tariffs regarding Internet electronic commerce. Client will hold harmless, protect, and defend TradeMotion, its employees, directors, officers, agents, representatives, and subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce, including without limitation any dispute with buyers or suppliers, except claims, suits, penalties, taxes, or tariffs directly caused by TradeMotion's gross negligence or intentional misconduct, and except

for taxes and tariffs that are TradeMotion's responsibility pursuant to Section 7.4.

- 9.5. Client agrees to use TradeMotion Solutions only for purposes that are permitted by (a) this Agreement and (b) any applicable laws and regulations in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).
- 9.6. Client agrees that Client will not engage in any activity that interferes with or disrupts the TradeMotion Solutions and Services (or the servers and networks which are connected to the TradeMotion Solutions) such as but not limited to Malware, Brut Force and SQL Injection Attempts.
- 9.7. Unless Client has been specifically permitted to do so in a separate written agreement with TradeMotion, Client agrees that Client will not reproduce, duplicate, copy, sell, trade or resell the Solutions for any purpose.
- 9.8. Client agrees that Client is solely responsible for (and that TradeMotion has no responsibility to Client or to any third party for) any breach of Client's obligations under this Agreement and for the consequences (including any loss or damage which TradeMotion may suffer) of any such breach.
- 9.9. Client will indemnify and hold TradeMotion and each of its directors, officers, employees, agents, and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Claims**") arising out of or directly relating to (i) Client's provision of parts and/or services of any kind to Customers or third parties, without limitation, (ii) product claims of any kind, including without limitation product defect claims, (iii) any default or breach by Client of any of the provisions of this Agreement; or (iv) any gross negligence or willful misconduct of Client or any of its directors, officers, or employees, in connection with this Agreement. The foregoing indemnification obligation shall not apply to the extent any Claims are directly caused by TradeMotion's gross negligence or willful misconduct.
- 9.10. The TradeMotion Solutions may automatically download and install updates from time to time from TradeMotion. These updates are designed to improve, enhance and further develop the TradeMotion Solutions and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Client agrees to receive such updates (and permit TradeMotion to deliver these to Client) as part of Client's use of the TradeMotion Solutions.

- 9.11. Client is responsible for testing and maintaining the security of Client's own payment processing procedures. Client must be compliant with the Payment Card Industry Data Security Standard (PCIDSS) as set out in: https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml.
- 9.12. Client will not allow access to or run any "command and control" bots, phishing programs, spamming programs, or other malicious automated software through or on the TradeMotion Solutions.
- 9.13. **Client agrees that during the term of this Agreement and for a period of twelve (12) months after the expiration and non-renewal or termination of this Agreement, Client shall not solicit or attempt to solicit any employee or consultant of TradeMotion, nor pay any employee or subcontractor of TradeMotion directly for services under this Agreement. Client will immediately notify TradeMotion's Legal Department via email (legal@trademotion.com) should any of TradeMotion's employees or consultants solicit Client for direct payment of any services being provided pursuant to this Agreement.**
- 9.14. You agree that the user interface and Content made by TradeMotion are the property of TradeMotion. However, you take full responsibility for all Content provided by Client that is stored in any part of the eOffice.
- 9.15. You agree and acknowledge that you will not interfere with the TradeMotion's intellectual property or work, nor will you tamper with, duplicate, or redirect any TradeMotion sites to another domain.

10. CONFIDENTIALITY

- 10.1. Client will only allow employees and independent contractors of Client to have access to the Solutions, and only so long as those independent contractors are hired for the purpose of managing Client's eOffice and are not an employee or independent contractor of an OEM that does not have a TradeMotion-supported Parts eStore platform, or a third party known to Client to be a competitor of TradeMotion. Client will use commercially reasonable efforts to not allow any outside party, consultant and/or competitor of TradeMotion to view any aspect of the administration solution called TradeMotion eOffice except as allowed by the preceding sentence. Any breach by Client will cause irreparable harm to TradeMotion, and is subject to immediate termination of this Agreement, and pursuit of equitable and legal remedies, and payment by Client of the liquidated damages set forth in Section 11 (Liquidated Damages).
- 10.2. If Client becomes aware of any unauthorized use of Client's password or of Client's account, Client agrees to use commercially reasonable efforts to notify TradeMotion immediately by contacting Client's TradeMotion Account Manager.

- 10.3. Client agrees and understands that Client is responsible for maintaining the confidentiality of passwords associated with any account Client uses to access TradeMotion Solutions.
- 10.4. Client further acknowledges that TradeMotion Solutions contains information which is designated as confidential by TradeMotion and that Client will use commercially reasonable efforts to protect such information from disclosure without TradeMotion's prior written consent, which steps shall be at least equal to those Client uses to protect its own confidential information. TradeMotion's confidential information includes, but is not limited to, software code and back-end user interfaces. Confidential information does not include information that (i) has been or becomes generally available to the public other than as a result of a disclosure by Client in violation of this Agreement, (ii) was available to Client on a non-confidential basis prior to its disclosure hereunder, or (iii) becomes available to Client on a non-confidential basis from a source other than TradeMotion when such source is entitled to make such disclosure.
- 10.5. CLIENT SPECIFICALLY AGREES THAT ALL TRADEMOTION ILLUSTRATIONS, TRADEMOTION CATALOG(S), AND TRADEMOTION IMAGES WILL REMAIN, AT ALL TIMES, ON A SERVER OWNED BY TRADEMOTION AND MAY NOT BE IMPORTED AND/OR SAVED BY CLIENT.

11. LIQUIDATED DAMAGES

- 11.1. Client is immediately subject to liquidated damages in the amount of ten thousand dollars (\$10,000), upon TradeMotion's discovery of any intentional or grossly negligent breach by Client of any part of Sections 10 (Confidentiality) or 4 (Restrictions) of this Agreement. This amount is reasonable in light of anticipated harm caused by such breach.
- 11.2. This Section does not limit in any way TradeMotion's legal or equitable remedies in tort or contract for the grossly negligent or willful breach of any part of this Agreement by Client, nor does it limit damages to which TradeMotion is entitled for continuing harm issuing from such initial breach as would trigger this Section.

12. WARRANTIES

- 12.1. NOTHING IN THESE TERMS, INCLUDING SECTION 13, EXCLUDES OR LIMITS TRADEMOTION'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR

EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO CLIENT AND TRADEMOTION'S LIABILITY WILL BE LIMITED AS PROVIDED IN THIS AGREEMENT ONLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- 12.2. TradeMotion represents and warrants to Client that TradeMotion maintains and will continue to maintain, and will periodically test the effectiveness of, appropriate information security programs and measures to ensure the confidentiality of "customer information" (as defined in 16 CFR 314.2(b)). Such programs and measures include procedures designed to protect (1) the security and confidentiality of such information, (2) against anticipated threats or hazards to the security or integrity of such information, and (3) against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the related customers.
- 12.3. TradeMotion represents and warrants to Client that, in compliance with 15 U.S.C. 6801, TradeMotion has established appropriate standards: (1) to ensure the security and confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer. Immediately upon TradeMotion's discovery of a breach of the security of TradeMotion's system and/or other unauthorized disclosure of protected records and/or information, TradeMotion will notify Client and, to the extent required by law and/or requested by Client and at its direction, any affected customers whose personal information was accessed and/or disclosed. A "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information that is maintained by the person or business experiencing the breach. Good-faith acquisition of personal information by an employee or agent of TradeMotion or Client for the furtherance of the purpose of this Agreement is not considered a breach of the security of the system, provided that the personal information is not used for any other purpose or subject to further unauthorized disclosure.
- 12.4. TradeMotion represents and warrants to Client that none of the TradeMotion Solutions and Services will transfer, transmit or otherwise cause to harm Client and/or any of its customers any virus, mal-ware, Trojan horse, and/or other harmful code.

13. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY

- 13.1. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT CLIENT'S USE OF THE TRADEMOTION SOLUTIONS AND SERVICES IS AT CLIENT'S SOLE RISK AND THAT THE TRADEMOTION SOLUTIONS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," EXCEPT FOR ANY WARRANTIES AND INDEMNIFICATION PROVIDED HEREIN.
- 13.2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM TRADEMOTION, TRADEMOTION'S REPRESENTATIVE, OR THROUGH OR FROM THE TRADEMOTION SOLUTIONS CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
- 13.3. TRADEMOTION FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT AS PROVIDED IN SECTIONS 1.3, 7 AND 12.
- 13.4. Client will indemnify and defend, with Client's choice of counsel, TradeMotion, TradeMotion Affiliates, its employees, agents, directors, officers, subsidiaries, and affiliates for any and all liability and damages which may arise from the intentional or grossly negligent actions or omissions of Client, its employees, agents, directors, officers, subsidiaries, and affiliates with respect to the use, access to, and protection of Confidential Information. Furthermore, Client assumes all liability in connection with Client's choice and procedure for choosing one (1) individual who will have access to consumer credit information, and Client will indemnify and defend, with Client's choice of counsel (subject to TradeMotion's approval, not to be unreasonably withheld), TradeMotion, its employees, agents, directors, officers, subsidiaries, and affiliates for any and all liability and damages which may arise from the actions or omissions of the aforementioned individual. TradeMotion will indemnify and defend, with TradeMotion's choice of counsel, Client, its employees, agents, directors, officers, subsidiaries, and affiliates for any and all liability and damages which may arise from the intentional or grossly negligent actions or omissions of TradeMotion, its employees, agents, directors, officers, subsidiaries, and affiliates with respect to the protection of Confidential Information.
- 13.5. Except with respect to liability for indemnification and/or warranties, but otherwise to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of

TradeMotion and any of TradeMotion's officers, directors, partners, employees and subsidiaries, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by TradeMotion under this Agreement, or the total amount of three thousand dollars (\$3,000), whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Except with respect to its warranty and indemnification obligations, in no event shall either party or any of their directors, officers, managers, employees, agents, or representatives be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any person or any entity has been advised of the possibility of such damages.

- 13.6. TradeMotion makes no warranties or representations as to increased business, favorable public reaction and/or positive response to Client's use of the TradeMotion Solutions as provided.
- 13.7. Except with respect to disclosure of Client's Confidential Information and/or customer data, TradeMotion is not liable to the Client or any third party for any losses or damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the content, errors, or omissions in the TradeMotion Solutions which are provided on a best-efforts basis due to the dynamic nature of the Internet; including without limitation vehicle part data, part pricing, and tax computation.
- 13.8. TradeMotion acknowledges and Client agrees that delays or interruption of service may occur due to but not limited to errors, network outages, and server down times.
- 13.9. Client acknowledges that TradeMotion Solutions is not intended or suitable for use in situations or environments where the failure of, or errors or inaccuracies in the content, data or information provided by the TradeMotion software could lead to death, personal injury, or severe physical or environmental damage.
- 13.10. TradeMotion's obligation to perform hereunder will be excused without liability or responsibility when prevented by strike, act of God, governmental action, accident, third party intervention or mischief (e.g.

hacking or virus attack) or any other condition or occurrence beyond its reasonable control.

- 13.11. TradeMotion does not guarantee improvement in your sales.
- 13.12. TradeMotion is in no way responsible for the accuracy, integrity or quality of any Content provided, uploaded, emailed, or otherwise transmitted via the TradeMotion Solutions by you or any third party. Under no circumstances will TradeMotion be liable in any way to you or any third party for any Content by you or any third party, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the TradeMotion Services or the TradeMotion Solutions.
- 13.13. You understand that by using the TradeMotion Solutions and Services, you may be exposed to Content on the Internet that is offensive, indecent or objectionable, and that TradeMotion is not responsible for any reaction you or any third party may have to such offensive, indecent, or objectionable Content.
- 13.14. You shall comply with any applicable laws and regulations appropriate to any of the products provided by TradeMotion. You are also expected not to provide TradeMotion access to information that you desire to keep confidential that is not required for the provision of the TradeMotion Solutions and Services.

14. CONTENT IN THE SOLUTIONS

- 14.1. Client understands that all information (such as data files, written text, computer software, audio files or other sounds, photographs, videos or other images) which Client may have access to as part of, or through your use of, TradeMotion Solutions are the sole responsibility of the individual or entity from which such Content originated.
- 14.2. Client should be aware that Content presented to Client as part of the TradeMotion Solutions, including but not limited to catalogs and sponsored Content within TradeMotion Solutions may be protected by intellectual property rights which are owned by the sponsors or information providers who provide that Content to TradeMotion (or by other persons or companies on their behalf). Client may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless Client has specifically agreed in writing with TradeMotion.
- 14.3. Use of the Solutions may expose Client to hyperlinks to other web sites or content or resources. TradeMotion does not endorse, has no control of, and

has no responsibility nor liability for, any external web sites, links, or resources which are provided by companies or persons other than TradeMotion; including the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites, links, or resources.

15. PROPRIETARY RIGHTS

- 15.1. Client acknowledges and agrees that TradeMotion (or TradeMotion's licensors) owns all legal right, title and interest in and to TradeMotion Solutions, including any intellectual property rights which subsist in TradeMotion Solutions (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 15.2. Unless Client has agreed otherwise in writing with TradeMotion, nothing in this Agreement gives Client a right to use any of TradeMotion's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- 15.3. Client agrees that Client shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the TradeMotion Solutions.
- 15.4. Unless Client has been expressly authorized to do so in writing by TradeMotion, Client agrees that in using the Solutions, Client will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

16. LICENSE FROM TRADEMOTION

- 16.1. TradeMotion gives Client a personal, worldwide, royalty-free and non-assignable license to use the online software provided to Client by TradeMotion as part of the TradeMotion Solutions as provided to you by TradeMotion. This license is for the sole purpose of enabling Client to use and enjoy the benefit of the TradeMotion Solutions as provided by TradeMotion, in the manner permitted by this Agreement.
- 16.2. Unless TradeMotion has given Client specific written permission to do so, Client may not assign (or grant a sub-license of) Client's rights to use the Solutions, grant a security interest in or over Client's rights to use the Solutions, or otherwise transfer any part of Client's rights to use the Solutions.

17. CONTENT LICENSE FROM CLIENT

- 17.1. Client retains copyright and any other rights Client already holds (at commencement of Client's relationship with TradeMotion) in Content which Client stores within the TradeMotion Solutions.
- 17.2. Client hereby grants a limited, non-sublicenseable license to TradeMotion to use Client's content, trademarks, and other intellectual property only in connection with Client's TradeMotion Parts eStore, during the term of this Agreement. Client agrees that this license includes a right for TradeMotion to make such content available to other companies, organizations or individuals with whom TradeMotion has relationships for the provision of the Solutions to Client, and to use such content in connection with the provision of those Solutions to Client.
- 17.3. Client understands that TradeMotion, in performing the required technical steps to provide the TradeMotion Solutions and Services to Client, may (a) transmit or distribute Client's Content over various public networks and in various media; and (b) make such changes to Client's Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, internet provision services, or media. Client agrees that this license permits TradeMotion to take these actions.
- 17.4. Client confirms and warrants to TradeMotion that Client has all the rights, power and authority necessary to grant the above license.

18. DEFINITIONS

- 18.1. "Confidential Information" means all non-public information contained within the TradeMotion Parts eStore or stored on it by you and your customers. "Confidential Information" will also include, but not be limited to, the TradeMotion Solutions and Services, non-public customer information (such as credit card information, address, phone number, email address, order information, passwords and usernames, and order history), and non-public dealership information (such as passwords and usernames, merchant account information, sales data, customer information, etc.).
- 18.2. "TradeMotion" means i3 Brands, Inc. dba TradeMotion, whose principal place of business is at 2196 Carmel Valley Rd., Del Mar, California, 92014.
- 18.3. "Additional Services" means the Parts eStore design and Parts eStore functionality, including the internal links contained within each Parts eStore, but not including any links or functionality placed on the Parts eStore by anyone other than TradeMotion or TradeMotion's officers, employees, agents, and subsidiaries.

- 18.4. “Nonpublic Personal Information” means: (i) Personally identifiable financial information; and (ii) Any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available. (16 CFR 313.3(n)).
- 18.5. “Content” means all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials.

19. ASSIGNMENT

- 19.1. Client may not transfer, assign, delegate, or subcontract Client’s rights or duties under this Agreement without prior written approval from a corporate officer of TradeMotion. Any purported assignment by Client without the aforementioned written approval is void. Client’s rights or duties may be transferred automatically only by operation of law (for example; court-ordered property transfers, bankruptcy-related transfers, transfers to or from an executor or administrator, mergers and consolidations).
- 19.2. TradeMotion may freely transfer, assign, delegate, or subcontract TradeMotion’s rights and duties under this Agreement.

20. THIRD PARTY BENEFICIARIES

- 20.1. Each of Client and TradeMotion acknowledges and agrees that each member of the group of companies of which TradeMotion, Inc. is the parent, and affiliated companies, are third party beneficiaries to this Agreement and that such other companies are entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or rights in favor of) them. Other than this, no other person or company can be third party beneficiaries to this Agreement.

21. TERMINATION BY TRADEMOTION

- 21.1. TradeMotion may immediately terminate this Agreement upon five (5) days’ written notice if Client does any of the following and does not cure such breach within five (5) days of TradeMotion’s written notice:
- 21.1.1. Makes false representations to TradeMotion;
 - 21.1.2. Engages in any criminal or grossly negligent conduct;
 - 21.1.3. Becomes bankrupt or insolvent;
 - 21.1.4. Loses all of its manufacturer-dealership affiliation(s);
 - 21.1.5. Defames, libels or slanders TradeMotion;

- 21.1.6. Attempts to upload any viruses, “hack” into the eOffice application and/or the data and/or hosting facilities.
- 21.2. TradeMotion may terminate this Agreement upon thirty (30) days’ written notice if Client breaches any part of this Agreement and does not cure such breach within the 30 day notice period or, in the event of any breach that cannot be cured within the 30 day notice period, Client does not begin within such notice period a course of conduct adequate to remedy such breach and continue such course of conduct with due diligence and continuity.
- 21.3. TradeMotion may immediately terminate this Agreement if TradeMotion is required to do so by law (for example, where the provision of the TradeMotion Solutions or Services to Client is, or becomes, unlawful);
 - 21.3.1. the partner with whom TradeMotion offered the TradeMotion Solutions to Client, if any, has terminated its relationship with TradeMotion or ceased to offer the TradeMotion Solutions to you; or
 - 21.3.2. TradeMotion is transitioning to no longer providing the TradeMotion Solutions to users in the country in which Client is a resident or from which Client uses the service.
- 21.4. In the event of Client’s failure to timely pay TradeMotion as agreed in Section 6 (Payment) of this Agreement, TradeMotion may, without further notice, terminate all Services and the provision of the Solutions to Client. Client waives any recourse for termination of Services, Solutions and support in such circumstance.
- 21.5. Nothing in this Section limits TradeMotion’s other rights or remedies regarding provision of the TradeMotion Solutions.
- 21.6. The provisions of Sections 1.4, 2.2, 4, 6.11, 7.3, 7.4, 9.7, 9.13, 10, 11, 12, 13, 14.1, 14.3, 15, 17.1, 18, 19, 20, 21.5, 21.6, 22, 23, 24, 25, 26, 27, 28, 29, and 30 of this Agreement shall survive any termination or expiration of this Agreement.

22. CONTROLLING LAW

- 22.1. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions, and both parties further consent to the exclusive jurisdiction of the state and federal courts sitting in San Diego County, California to resolve any legal matter arising from this Agreement, including all tort claims.

23. SEVERABILITY

23.1. The invalidity or unenforceability of any provision of this Agreement in no manner affects the validity or enforceability of any other provision hereof. If any term, warranty, condition, disclaimer, clause or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such term, warranty, condition, disclaimer, clause or provision will be struck from this Agreement, and the balance of the Agreement will remain in full force and effect.

24. WAIVER

24.1. Failure by either party to exercise any right to require performance under this Agreement will not be construed as a waiver of any subsequent right to require performance or to claim of breach of contract unless provided in writing pursuant to Section 24.2. Except as otherwise provided herein, the rights and remedies provided for in this Agreement are not exclusive, and both Client and TradeMotion retain all rights and remedies now or hereafter provided by law in addition to those provided for in this Agreement.

24.2. None of the provisions of this Agreement can be waived by any act or acquiescence on the part of either party or their employees, but only by an instrument in writing signed by an authorized officer of party. No waiver of any provision of this Agreement can constitute a waiver of any other provision(s) or of the same provision on another occasion.

25. ATTORNEYS' FEES

25.1. If any court, mediation or arbitration action is brought by either TradeMotion or Client to enforce any provision of this Agreement, the prevailing party in such action will be entitled to recover both attorneys' fees and costs from the other party. If the parties agree to settle their claims against each other, each party will be responsible for its own attorneys' fees and costs.

26. AMENDMENT

26.1. No amendment to or modification of this License will be binding unless in writing, subsequent to the date of this Agreement, and signed by both parties.

27. INCORPORATION

27.1. This Agreement may contain one or more schedules and/or addendums which, signed by both parties, are incorporated and made a part hereof by reference.

28. CONTRADICTION IN TERMS

28.1. If there is any contradiction between what any Additional Terms say and what this Agreement says, then the Additional Terms will take precedence in relation to the applicable add-on or optional service, but this Agreement will take precedence as to the provision of the TradeMotion Solutions and Services.

29. GOVERNING LANGUAGE

29.1. Where TradeMotion has provided Client with a translation of the English language version of this Agreement, then Client agrees that the translation is provided for Client's convenience only and that the English language versions of this Agreement will govern Client's relationship with TradeMotion. If there is any contradiction between what the English language version of this Agreement says and what a translation says, then the English language version takes precedence.

30. COMPLETE AGREEMENT

30.1. This Agreement and the Sign Up Page into which this Agreement is incorporated collectively constitutes the entire agreement between the parties with respect to the subject matter hereof.