



DEALER TERMS AND CONDITIONS

Last updated: April 17, 2025

These Dealer Terms and Conditions ("**Terms**") are incorporated by reference into the Order Form executed between the Dealer identified on the Order Form ("**Dealer**") and Polly Insurance Agency, LLC ("**Polly**") (the Order Form and these Terms, as each may be amended from time to time, is referred to as the "**Agreement**"). This Agreement sets for the terms and conditions governing Dealer's use of the advertising services offered through the Polly platform as more fully described below (the "**Services**"). Dealer and Polly are each referred to individually as a "**Party**" and, collectively, the "**Parties**." The Parties agree as follows:

1. SERVICES

1.1 Description of the Services. Polly operates an advertising platform that allows publishers to display advertising to consumers. Consumers (each, a "**Lead**") may provide, or authorize the provision of, their information ("**Lead Information**") to Polly to learn more about, connect with, get rates and/or quotes for, and apply for various products and services. Based on the submitted Lead Information, a Lead may be served advertisements in the Polly platform or through Polly-originated emails that invite the Lead to click on the advertisement, call the advertiser, and/or otherwise apply to obtain products/services directly from the advertiser ("**Direct Channel**") and/or Polly or a Polly-affiliated insurance agent ("**Agency Channel**"). Subject to the terms of this Agreement, each Lead that is delivered to an advertiser will trigger payment of an advertising fee to Dealer upon Polly's qualification of the Lead as either a Carrier Qualified Lead or Agency Qualified Lead.

1.2 Order Forms. The Services must be purchased through an Order Form. Each Order Form (whether executed before or after the revision date of these Terms) is deemed to incorporate these Terms. If Dealer is required to select a level and/or tier of Services on the Order Form, Polly may, in its sole discretion at any time, adjust the levels and/or tiers based on the criteria applicable for the levels and/or tiers (which may include vehicles sales per month and Authorized User counts). Dealer agrees to provide Polly with any information necessary to accurately determine the applicable level and/or tier.

1.3 Access and Use. Subject to the terms and conditions of this Agreement, Polly grants to Dealer a limited, non-transferable, non-exclusive right to access and use, and to permit Affiliated Dealerships to access and use, the

Services in the states authorized by Polly during the Subscription Term. Authorized Users are required to agree to Polly's Terms of Use when creating a user account. Polly is not be responsible for monitoring or ensuring the accuracy, quality, and legality of any Lead Information submitted through the Services. The Services may be updated from time to time without notice, including to add or remove features or functionality.

1.4 Dealer Obligations. Dealer shall only use the Services for the internal business purpose of Dealer and its Affiliated Dealerships in accordance with the Documentation and not for the benefit of third parties. Dealer shall (i) individually credential each Authorized User and prohibit the sharing of credentials, (ii) add and credential new Authorized Users, (iii) immediately delete and de-credential Authorized Users who are no longer authorized to access or use the Services, (iv) be responsible for use of the Services by Authorized Users and through any Authorized User accounts, (v) cause Authorized Users and Affiliated Dealerships to comply with this Agreement; (vi) use the Services solely in connection with the day-to-day operation of selling, leasing, and servicing motor vehicles at Dealer's and its Affiliated Dealership's normal place of business; (vii) have sole responsibility for the accuracy, quality, and legality of all Data submitted through the Services; (viii) comply with all applicable Laws; (ix) not send or store infringing or otherwise unlawful Data or materials; (x) not interfere with or disrupt performance of the Services; and (xi) not attempt to gain access to the Services or its related system or networks in a manner not permitted in the Documentation.

2. PROHIBITED ACTIVITIES

2.1 Insurance Activities. Dealer acknowledges that the sale of insurance is a regulated business and that unlicensed individuals are prohibited by Law from selling, soliciting, or negotiating insurance. Dealer shall ensure that its and its Authorized Dealers and Authorized Users use of the Services complies with all laws. **Without limiting the foregoing, Dealer shall not use the Services in connection with any of the following:**

- **Discuss, counsel, or otherwise advise any consumer on limits of liability, policy coverage, application questions, carrier choices, or any other issue involving insurance policies or coverage;**
- **Attempt to sell insurance or ask or urge a person to apply for a particular kind of insurance from a**



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particular insurer or company;

- **Confer directly with, or offer advice directly to, a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of the contract; or**
- **Engage in any actions that would require Dealer or an Authorized User to have any type of insurance license.**

Dealer shall, and shall cause its Authorized Users to, strictly comply with Polly's processes and procedures for the Services made available by Polly from time to time, including completing any required training. Dealer will immediately notify Polly of any violation of this Section and cooperate with Polly in the remedy of any violation.

2.2 Marketing Activities. Dealer will not (i) modify, amend, or create derivative works from the Program Materials, (ii) provide any form of unlawful incentives or unlawful compensation to consumers or Authorized Users to encourage use of the Services, (iii) market or advertise the Services to consumers (except through display of Program Materials), or (iv) market, advertise, or otherwise intentionally make the Services available to consumers who are not engaged with Dealer in connection with the business of selling, leasing, and servicing motor vehicles.

3. SERVICES PAYMENT

3.1 Subscription. The Services are provided on a subscription basis (the "**Subscription**"). The initial term of the Subscription shall commence on the effective date specified in the Order Form and end on the last day of the calendar month 12 months following the Delivery Date, and thereafter renew for successive 12 month periods until terminated (the "**Subscription Term**").

3.2 Dealer Payments. Dealer shall pay Polly the monthly fees set forth in the Order Form (the "**Fees**"). Fees are incurred monthly in advance and will begin for each rooftop on the earlier of the date Polly determines that the Services are implemented or that the Services are available for use at a rooftop (the "**Delivery Date**"). The initial Fees for a rooftop will be pro-rated through the end of the month following the Delivery Date. Unless otherwise expressly agreed by Polly, all Fees and Taxes will be collected through an automatic payment method (e.g., ACH or recurring credit card payments). Dealer hereby authorizes Polly, either directly or through its payment processing service, to initiate payment for and

otherwise collect the Fees and any applicable Taxes on or about the Delivery Date and/or the 1st day of each month thereafter. Unless expressly set forth herein, the Fees are non-cancelable and non-refundable. Polly reserves the right to change the Fees at any time upon notice to Dealer, with such change taking effect at the end of the then-current month of the Subscription Term. In the event any Fees are unpaid, Polly may, in its sole discretion (but shall not be obligated to) without notice, retry to collect such Fees at a later time through Dealer's authorized payment method, suspend Dealer's access to the Services, terminate the Agreement in whole or in part, and/or offset the Fees against any amounts owed to Dealer. Polly may add to the Fees any charges or other amounts Polly incurs attempting to collect the Fees.

3.3 Invoices. Upon the request of Dealer, Polly shall provide Dealer with a monthly invoice for the Fees and underlying Services during the Subscription Term.

3.4 Taxes. The Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties ("**Taxes**"). If Dealer is located in a jurisdiction which requires Dealer to deduct or withhold Taxes or other amounts from any amounts due to Polly, Dealer should notify Polly, in writing, promptly and Polly shall join efforts to avoid and/or reduce any such withholding, provided, however, that in any case, Dealer shall bear the sole responsibility and liability to pay such Taxes and such Taxes should be deemed as being added on top of the Fees payable by Dealer.

3.5 Changes to Subscription. Dealer may change its Subscription by a written amendment to the Order Form, including to add Affiliated Dealerships or change levels or tiers. Any such change will take effect on the next full calendar month, unless otherwise agreed in the Order Form.

3.6 Billing. As part of subscribing to the Services, Dealer agrees to provide Polly with updated, accurate and complete billing information, and Dealer authorizes Polly (either directly or through its affiliates and/or third parties) to charge, request and collect payment (or otherwise charge, refund or take any other billing actions) from Dealer's payment method or designated banking account on a monthly basis. Dealer further authorizes Polly to make any inquiries that Polly (or its affiliates and/or third-parties acting on our behalf) may consider necessary to validate Dealer's designated payment account or financial information in order to ensure prompt payment, including for the purpose of receiving



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updated payment details from Dealer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to Polly by Dealer's credit card company).

3.7 Subscription Auto-Renewal. In order to ensure that Dealer will not experience any interruption or loss of Services, Dealer's Subscription includes an automatic renewal option by default. Accordingly, unless Dealer cancels its Subscription, the Subscription shall automatically renew upon the end of the then applicable Subscription Term, for a renewal period of 12 calendar months on the same terms and conditions. Dealer may cancel its Subscription at any time by providing Polly with written notice of cancellation at least sixty (60) days prior to the cancellation date, provided that any cancellation will not be effective until ninety (90) days following the Delivery Date. Cancellation is effective at the end of the applicable calendar month. Upon cancellation, all unpaid and outstanding Fees shall immediately become due and payable, and Dealer will not be refunded or credited for any unused period within the Subscription Term.

3.8 Discounted or Waived Fees. Any discounted or waived Fees shall be provided on the Order Form. If Dealer receives any discounted or waived Fees and cancels its Subscription during the initial Subscription Term, the amount of Fees discounted or waived shall immediately become due and payable to Polly. Unless expressly stated otherwise in an Order Form, upon renewal of the Subscription to the Services, Polly may charge the undiscounted rate for the Services.

4. ADVERTISING PAYMENTS

4.1 Pricing. Polly will pay Dealer an advertising fee for each valid Qualified Lead (the "**Lead Fees**"). The Lead Fees will be established by Polly on a monthly basis and Polly will make available to Dealer the then-current Lead Fees applicable to Dealer. Lead Fees may vary by Dealer location, Direct Channel carrier, Agency channel, customer type, customer location, and other factors. Lead Fees are sole compensation owed by Polly to Dealer as consideration for Dealer advertising and using the Services. Lead Fees are not tied to, or otherwise dependent on, whether a Lead purchases insurance. Polly will make available upon request the then-current Lead Fee table. Lead Fees are conditioned on the Dealer satisfying all program conditions, including providing Polly monthly vehicle sale information. Polly shall have no obligation to pay Lead Fees if the Dealer fails to achieve any such conditions.

4.2 Payments. Polly will initiate payment of Lead Fees owed to Dealer within 45 days following the end of each month via a mutually agreeable method of payment.

4.3 Qualified Leads. Lead Fees are earned only on Qualified Leads. Polly and/or each applicable third-party advertiser will establish the event necessary to qualify each Lead prior to submission. Qualifying events may include the Lead clicking on an advertisement, calling a designated phone number, providing specific Lead Information to the advertiser, or any other qualifying event established by Polly. A Direct Channel Lead or Agency Channel Lead that completes the applicable qualifying event is respectively referred to herein as either a "**Carrier Qualified Lead**" or "**Agency Qualified Lead**" (collectively, "**Qualified Leads**").

4.4 Additional Requirements. Lead Fees shall not be owed or paid if (i) Polly's records do not clearly attribute the Lead to Dealer, (ii) Polly reasonably believes the Dealer or Authorized User has engaged in Misconduct or is not using the Services in the intended manner, (iii) Polly reasonably believes that payment of a Lead Fee would violate law, or (iv) the Lead is a current or former customer or prospect of Polly or was associated with a Lead Fee paid by Polly to a third party in the prior 24 months. In the event of any incorrect or erroneous payment by Polly, or if Polly reasonably believe that a Lead Fee was paid in violation of law, Polly may in its discretion (i) offset any such amounts against future Lead Fees or other amounts owed to Dealer or its Affiliated Dealerships, (ii) invoice Dealer for such amounts, or (iii) charge Dealer's payment method for such amounts. In the event of Authorized User Misconduct, Polly may offset from the Lead Fees such amounts previously paid to Authorized Users.

4.5 Reporting. Each month, Polly will make available to Dealer a standard report identifying key metrics related to the Services and the amount of Lead Fees payable to Dealer. Polly's systems and records shall be the exclusive means of determining whether a Lead Fee is owed or a Lead is a Qualified Lead.

4.6 Taxes. Dealer is responsible for paying all taxes imposed on the Services and any taxes on payments earned by Dealer. If Polly has a legal obligation to pay or collect taxes for which Dealer is responsible, Polly shall calculate the amount of such taxes, list it on the report, and, in Polly's discretion either deduct such taxes from the Lead Fees or invoice Dealer for such taxes. Dealer will pay all invoices within 30 days.



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5. PROPRIETARY RIGHTS

5.1 Ownership. Polly and its licensors own all right, title, and interest in and to the Services, including all Intellectual Property Rights, and, subject to the limited rights expressly granted hereunder, Polly reserves all rights, title, and interest in and to the Services, including all related Intellectual Property Rights. No rights are granted to Dealer other than as expressly set forth herein. Polly is not responsible, and shall have no liability for, Third-Party Applications or Data Sources.

5.2 Trademarks and Websites. Polly shall not use Dealer's and its Authorized Dealerships' names, trade names, trademarks, and logos ("Marks") in any advertising, press release, marketing, and publicity, except as set forth herein or as separately approved by Dealer. Polly may use the Marks in connection with the Services and to identify Dealer as a client of Polly. Any use of the Marks, and all goodwill associated therewith shall be consistent with any Dealer usage guidelines provided by Dealer to Polly. During the term of this Agreement and solely in connection with the Services, Dealer authorizes Polly to use the name, images, and likeness of Authorized Users and other Dealer personnel (provided that Polly shall be responsible for obtaining any necessary consents or permission from such Authorized Users and Dealer personnel).

5.3 Restrictions. Dealer shall not (i) modify, copy, or create derivative works from or of the Services; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Services available to any third party; (iii) reverse engineer or decompile any portion of the Services, except to the extent required by Law; (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices appearing in the Services; (v) use the Services to build any commercially available product or service; or (vi) copy any features, functions, integrations, interfaces, or graphics of the Services.

5.4 Data. Dealer shall provide all Required Data and, at its option, may provide Optional Data. All Data must be provided in the format and delivery means specified by Polly. Prior to providing any Data, Dealer shall obtain any necessary oral, written, or digital authorization, permission, or consent of a Lead or other third party as prescribed by Law required for Polly to use the Data in connection with the Services or as otherwise contemplated herein. Dealer hereby grants Polly a non-exclusive, royalty-free, worldwide, irrevocable, transferable, sub-licensable, perpetual license to access,

store, and use the Data, including the right to make derivative data, in connection with (i) the Services, (ii) the sale and marketing of insurance products, and (iii) the ordinary course of Polly's business. To the extent Dealer authorizes, facilitates, permits, or otherwise enables Polly to access Data through any Data Sources, Dealer represents, warrants, and covenants that Dealer has all necessary rights and permissions from the Data Source to grant Polly such access.

5.5 Feedback. If Dealer or its Authorized Users provide Feedback to Polly, Dealer grants Polly a non-exclusive, royalty-free, worldwide, irrevocable, transferable, sub-licensable, perpetual license to use, or incorporate into the Services the Feedback. Polly shall have no obligation to use Feedback, and Dealer and Authorized Users shall have no obligation to provide Feedback.

6. TERM AND TERMINATION

6.1 Term and Termination. The term of this Agreement shall commence on the effective date in the Order Form and continue until terminated. Either Party may terminate this Agreement for breach in the event the other Party has failed to cure a breach of this Agreement within fifteen (15) days after receiving written notification thereof. Polly may terminate this Agreement, in whole or in part, for breach immediately in the event of Dealer's breach of Section 2, or for convenience at any time prior to expiration of the current Subscription Term.

6.2 Suspension. In addition to any of its other rights or remedies (including without limitation termination rights), Polly reserves the right to suspend its provision of, and Dealer's access to, the Services for any reason. Polly will make reasonable efforts to notify the Dealer of any suspension and to promptly restore the Services upon correction of the deficiency, provided that Polly may permanently suspend any Authorized User for Misconduct.

6.3 Effect of Termination. Upon termination of this Agreement, Dealer and Authorized Users shall immediately cease accessing or otherwise utilizing the applicable Services and Polly Confidential Information and shall delete all copies thereof in its and their possession. Termination shall not relieve either party of the obligation to pay any amount accrued prior to the effective date of termination.

7. WARRANTY

7.1 Due Authority. Each Party represents, warrants, and covenants that (a) such Party's execution, delivery, and



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performance of this Agreement, and each agreement or instrument contemplated hereby, has been duly authorized by all necessary corporate action, and (b) this Agreement, and each agreement or instrument contemplated hereby, when executed and delivered by such Party in accordance with the terms hereof, is the legal, valid, and binding obligation of such party, in each case enforceable in accordance with its terms.

7.2 Limited Warranty. Each Party represents, warrants, and covenants that it has the full power, authority and right to grant the rights and licenses as set forth in this Agreement without the need for any licenses, releases, consents, approvals, or immunities not yet obtained. Dealer represents, warrants, and covenants that the Data, and Polly's use and receipt thereof as contemplated by this Agreement, does not and will not infringe or misappropriate any Intellectual Property Rights or other rights (including rights of privacy and publicity) of any third party. In the event of Polly's breach of the warranties in this Section, Polly will use commercially reasonable efforts to correct the reported non-conformity, at no charge to Dealer, or if Polly determines such remedy to be impracticable, terminate this Agreement. The foregoing shall be Dealer's sole and exclusive remedy for any breach of the warranties set forth in this Section.

7.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND POLLY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ANY PROMISE, COMMITMENT, OR ASSURANCE OF ERROR FREE OR UNINTERRUPTED USE OF THE SERVICES OR SOFTWARE OR ASSURANCE AGAINST THE LOSS OF DATA IS ALSO HEREBY DISCLAIMED. POLLY DOES NOT WARRANT THAT IT WILL REVIEW DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN DATA WITHOUT LOSS.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Indemnification by Polly. Polly shall indemnify, defend, and hold Dealer harmless from any and all third party claims alleging that the Services infringe any third party Intellectual Property Rights. In the event of a claim, Polly will, at its option, (i) obtain the right to use such patent, copyright, trademark, or trade secret, (ii) modify the affected Services to make it non-infringing, or if (i) and (ii) are not commercially reasonable in Polly's sole discretion, (iii) terminate the Agreement.

8.2 Indemnification by Dealer. Dealer shall indemnify, defend and hold Polly harmless from any and all claims arising from or relating to any (i) Data or Data Sources, (ii) Dealer's or its Affiliated Dealerships' actual or alleged Misconduct or violation of any Law, including laws and regulations related to insurance, (iii) third party claims that the Marks or Data infringe on any Intellectual Property Rights, and (iv) any and all claims associated in any way with the use or misuse of the Services or Software, including Dealers failure to use the Services as directed by Polly.

8.3 Indemnification Process. A party seeking indemnification shall give the indemnifying party prompt written notice of any action for which the indemnified party seeks indemnification under this Agreement and give the indemnifying party authority, reasonable information and assistance (at the indemnifying party's expense) for the defense of the action. The indemnifying party shall have the right to conduct the defense of any action and, consistent with the indemnified party's rights hereunder, all negotiations for its settlement; provided, however, the indemnified party may participate in such defense or negotiations to protect its interests, at its expense using counsel of its choice. The indemnifying party shall not, without the indemnified party's prior written consent, enter into any settlement agreement which (a) admits guilt, fraud, liability, or wrongdoing of the indemnified party; (b) requires the indemnified party to commit to action or to refrain from action; or (c) provides for any damages other than money damages for which the indemnified party is indemnified.

8.4 LIMITATION OF LIABILITY. NEITHER POLLY NOR ANY OF ITS THIRD-PARTY SUPPLIERS SHALL BE LIABLE TO DEALER OR TO ANY OTHER PERSON FOR INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION, OR OTHER INDIRECT LOSS OR DAMAGE) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF POLLY, OR ITS THIRD PARTY SUPPLIERS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL POLLY'S LIABILITY IN THE AGGREGATE EXCEED THE GREATER OF (I) ONE HUNDRED DOLLARS, OR (II) THE FEES PAYABLE BY DEALER TO POLLY DURING THE ONE (1) MONTH PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. DEALER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS A MATERIAL PART OF THESE TERMS.



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8.5 Materiality. The foregoing indemnities and limitations of liability are material terms of this Agreement. Dealer acknowledges that but for the ability of these terms to be enforced as written, (a) the amounts payable to Polly under this Agreement would be substantially greater than any fees set forth herein, and the amounts payable to Dealer would be substantially smaller than those set forth herein, and (b) Polly would have been unwilling to enter into this Agreement with Dealer.

9. CONFIDENTIALITY.

9.1 Non-Disclosure. The Recipient shall hold all Discloser's Confidential Information in confidence and protect the Discloser's Confidential Information against unauthorized access, use, disclosure, destruction, loss, or alteration using the same standard of care that the Recipient uses to protect its own highly sensitive and/or proprietary information, but in no event less than a reasonable degree of care that includes, at a minimum, those technical, physical, and administrative security and other safeguards and controls required by any applicable Laws. Except as authorized by the Discloser, the Recipient shall not disclose Confidential information to any person, at any time, either during the Term or thereafter, other than to those Recipient employees and permitted contractors who are under obligations of confidentiality at least as stringent as those contained herein for the protection of Discloser's Confidential Information and who have a need to know such Discloser Confidential Information for purposes of this Agreement. The Recipient shall be responsible for any use or disclosure of the Discloser's Confidential Information by any of the Recipient's employees, contractors or agents. To the extent that the Recipient prepares any materials incorporating the Discloser's Confidential Information, the Recipient shall mark such materials as proprietary and confidential. Except as permitted herein, the Recipient shall not make use of the Discloser's Confidential Information for the Recipient's own benefit or for the benefit of third parties, or for any purpose other than as necessary for this Agreement. If Recipient becomes subject to a court order for the release of Confidential Information of Discloser or is otherwise legally compelled to release Confidential Information, Recipient shall use its best efforts to provide Discloser with as much advance notice as possible of the information's prospective release, to the extent permitted by applicable Laws, to enable Discloser to petition for protective order, or to oppose the disclosure, of the Confidential Information of Discloser. In the event Discloser does not obtain such

protective order, then the Recipient will only disclose that portion of Confidential Information that the Recipient's counsel advises Recipient is legally required to disclose

9.2 Treatment of Confidential Information. Upon expiration or termination of this Agreement, Recipient shall destroy all Discloser Confidential Information. Each party shall be permitted to retain a copy of the other party's Confidential Information for archival and disaster recovery purposes, provided that such retained Confidential Information continues to be subject to the terms of this Agreement and is destroyed in accordance with the timing required by Recipient's standard document retention and destruction policies. Within thirty (30) days following Discloser's request, Recipient shall provide Discloser with a letter of attestation from an officer of Recipient indicating that the above destruction or retention has been performed in accordance with the provisions of this section.

9.3 Unauthorized Disclosure of Confidential Information. Dealer and Polly agree that the unauthorized disclosure of Confidential Information is a material breach of this Agreement that may result in irreparable harm to the party whose Confidential Information has been improperly disclosed. In those cases, payment of money damages is inadequate and difficult to ascertain. The parties agree, therefore, that the injured party may, at its sole option, seek immediate injunctive relief in any court of competent jurisdiction enjoining any further such breach, and the parties consent to the entry of judgment for injunctive relief. Each party waives any requirement for the posting of a bond or other security in the event that the other party seeks an injunction.

9.4 NPI. "NPI" or "non-public personal information" has the meaning set forth by applicable state or federal laws or regulations (including, but not limited to, the Gramm-Leach-Bliley Act). The Parties hereby warrant and represent that they will comply with all applicable privacy laws and regulations with respect to the use, disclosure and safeguarding of NPI.

9.5 Security. The Parties shall maintain commercially reasonable physical, electronic, and procedural controls and safeguards to protect the security, confidentiality and integrity of the other's Confidential Information. In the event of the unauthorized use or disclosure of Confidential Information or NPI, the disclosing Party shall notify the other Party immediately and comply with applicable laws in connection therewith. The aggrieved



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Party shall be entitled to all remedies available at law or in equity, including injunctive relief. Notwithstanding anything to the contrary in this Agreement, Dealer acknowledges that when a Lead, directly or indirectly, provides Lead Information to Polly through any application of Polly, such Lead Information and any other data provided to Polly (i) is subject to Polly's Privacy Policy and (ii) is not Dealer data or Dealer Confidential Information.

10. INDEPENDENT CONTRACTORS. Polly and Dealer are independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as agents, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Dealer shall be responsible for withholding taxes and making all legally-required payments, including federal, state and local income taxes, paying Social Security taxes and unemployment insurance, and maintaining workers' compensation insurance coverage in any amount and under such terms as required by state law.

11. SUBCONTRACTING/DELEGATION. Dealer shall not subcontract or otherwise delegate any of its duties or obligations under this Agreement without Polly's prior written approval. Polly may use subcontractors in connection with its provision of the Services. Each party shall be solely responsible for the acts and/or omissions of its approved subcontractors or agents.

12. FORCE MAJEURE. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure results from any cause beyond such party's reasonable control, including acts of war or terrorism, strikes, riots, floods, storms, earthquakes, other elements or acts of God or the public enemy, utility or communication failure or delays, labor disputes, strikes, or shortages, equipment failures, software malfunctions, government actions, or epidemics.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Vermont without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction, and, to the extent federal law is applicable, the laws of the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other

country. Each party (a) hereby irrevocably submits itself and consents to the exclusive jurisdiction of the federal and state courts located in Burlington, Vermont in connection with any controversy, claim or dispute arising out of or relating to this Agreement, (b) hereby waives any and all objections to venue in those courts, and (c) hereby unconditionally waives trial by jury in any legal suit, action, proceeding, claims, or countersuit arising out of or relating to this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations, and proposals, whether written or oral, relating to the subject matter hereof. Polly may, from time to time, modify this Agreement by posting new terms at the URL specified in the Order Form (or such other URL as Polly may notify Dealer of from time to time). By continuing to use the Services, Dealer expressly consents to any changes or modifications to this Agreement. No other modification, amendment, supplement to, or waiver of, this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by both parties. Contrary or supplementary terms or conditions on any other document that is not a fully executed amendment to this Agreement shall be of no effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single document between the parties. Notwithstanding the foregoing, Dealer acknowledges that its Authorized Users may be required, on their own behalf, to accept and agree to be bound by a Terms of Use or similar contractual terms governing their use of the Software and Services (the "**Terms of Use**"). Polly will provide Dealer with a copy of then-current Terms of Use upon request. This Agreement is solely between Polly and Dealer and does not create or confer any rights upon any other person or entity, including Authorized Users and Dealer's customers. Any provision of this Agreement that by its nature should survive the termination of this Agreement in order to achieve its full purpose or effect is deemed to survive termination.

15. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Dealer may not assign this Agreement, whether by operation of law or otherwise, without Polly's prior written consent.

16. EXCLUSIVITY. During the term of the Agreement, Dealer shall not, and shall not allow any Authorized



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Dealership to, engage any third party to provide services similar to the Services it receives from Polly.

17. DEFINITIONS

17.1 **General.** Terms used but not otherwise defined in the Agreement has the definitions set forth in this Section.

17.2 **"Affiliated Dealership"** means a rooftop affiliated with Dealer that, subject to Polly's agreement, is authorized by Dealer to receive the Services.

17.3 **"Authorized User"** means an employee or permitted service provider of Dealer or its Affiliated Dealerships that uses the Services on behalf of Dealer or an Affiliated Dealership.

17.4 **"Confidential Information"** means (i) the terms and conditions of this Agreement and (ii) all information disclosed or made available by a party or its affiliates (**"Discloser"**) hereunder to the receiving party (**"Recipient"**) that is marked confidential, restricted, or proprietary, or, if not so marked, which a reasonable businessperson would deem to be confidential in light of the nature of the information and the circumstance of disclosure. Confidential Information, however, shall not include information that the Recipient can demonstrate is or was, at the time of the disclosure: (a) generally known or available to the public; (b) rightfully received by Recipient from a third-party without an obligation of confidentiality; (c) already in Recipient's possession prior to the date of receipt from Discloser; or (d) independently developed by Recipient without reference to or utilization of Discloser's Confidential Information. These exceptions apply in each case as long as the information was not delivered to or obtained by Recipient as a result of any breach of this Agreement, Law, or any contractual, ethical, or fiduciary obligation owed to Discloser.

17.5 **"Data"** means Required Data and Optional Data. For clarity, "Data" does not include any data or information provided by a consumer directly to Polly or verified by the consumer to Polly.

17.6 **"Data Sources"** means third party platforms, systems, APIs, data providers, and other companies that Dealer may authorize or otherwise use to provide Data to Polly, including Dealer's CRM, DMS, F&I providers, and integrations with other third party tools.

17.7 **"Documentation"** means all help files, printed or digital user manuals, FAQs, support guides and other instructions for the Service, which may be updated by Polly from time to time.

17.8 **"Feedback"** means any feedback regarding, suggestions for improvement, further development or enhancement of, or other comments relating to or in connection with the Services or Polly's provision of the Services.

17.9 **"Intellectual Property Rights"** means any and all copyright and related rights, trademark and similar rights, trade secret rights, patent rights, publicity rights, moral rights, and other intellectual and industrial property rights recognized in any jurisdiction worldwide, including any and all applications and registrations with respect thereto.

17.10 **"Law"** means any local, state, or national law, rule or regulation applicable to a respective Party.

17.11 **"Misconduct"** means (i) any deceptive or fraudulent conduct of Dealer or an Authorized User, including submission of fake or fraudulent Leads, (ii) misuse of the Services, (iii) Dealer's violation of this Agreement, or (iv) an Authorized User's violation of the Terms of Use accepted by the Authorized User in the Software.

17.12 **"Optional Data"** means any data and information provided by Dealer, or a third-party on behalf of Dealer, to Polly under this Agreement that is not Required Data.

17.13 **"Order Form"** means Polly's digital registration page and/or a hard-copy Polly-issued ordering document.

17.14 **"Program Materials"** means those printed and electronic materials provided by Polly to Dealer in connection with the Services, which may include wall signs, table tents, videos, and posters.

17.15 **"Qualified Lead"** means a Carrier Qualified Lead or Agency Qualified Lead.

17.16 **"Required Data"** means any data and information provided by Dealer, or a third-party on behalf of Dealer, to Polly under this Agreement that Polly indicates is required for receipt of the Services.

17.17 **"Software"** means the software-as-a-service solutions, mobile applications, websites, application programming interfaces (APIs), and other similar technology products made available by Polly to Dealer in connection with the Services.

17.18 **"Third-Party Applications"** means third-party data, software, services, offerings, or applications that interoperate with the Services.

End of Terms and Conditions