Dealr Master Services Agreement — General Terms

Effective October 1, 2026 · v1.0.0

These Master Services Agreement General Terms (the “**General Terms**”) govern Customer’s access to and use of the Services. The General Terms, together with the Order Form, the applicable Product Schedules, and the Incorporated Policies, form the “**Agreement**.” The Agreement is between Dealr, Inc., a Colorado corporation (together with its permitted successors and assigns, “**Dealr**”), and the customer identified on the Order Form (“**Customer**”). The Agreement is effective on the Effective Date stated on the Order Form or, if none is stated, on the date the Order Form is executed or accepted by Customer (the “**Effective Date**”).

The Services are offered to businesses only. Customer represents that it is entering into the Agreement for business purposes and not as a consumer, and that the individual accepting the Agreement has authority to bind Customer.

1. Structure of the Agreement; Order of Precedence

1.1 **Components.** The Agreement consists of: (a) the **Order Form** (the signed or electronically accepted cover document stating the Services purchased, plan, fees, discounts, promotional terms, and Service Term); (b) these **General Terms**; (c) each **Product Schedule** applicable to a Service listed on the Order Form (e.g., Schedule A — dealr.cloud & dealr.tax; Schedule B — Registration & Title Services (Dealer Title Solutions)); and (d) the **Incorporated Policies**: the Data Processing Addendum (including its Security Exhibit and GLBA Annex) (the “**DPA**”), the Acceptable Use & Communications Policy (“**AUP**”), the AI Addendum, the Subprocessor List, the Payments Exhibit (“**Payments Exhibit**”), the E-Sign Consent, and any other policy expressly incorporated by the Order Form or a Product Schedule, each as posted at the Policy Center (https://dealr.com/policies).

1.2 **Order of precedence.** If the components conflict, the following order controls, each item prevailing over those after it: (i) the Order Form, but only where it expressly states an intent to vary a term; (ii) the DPA, as to the processing and security of Personal Data; (iii) the applicable Product Schedule, as to the Service it covers; (iv) these General Terms; (v) the other Incorporated Policies.

1.3 **Versioning.** Each component is versioned and dated at the Policy Center. Archived versions remain available. Section 17 (Changes to the Agreement) governs how versions change.

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2. Definitions

2.1 **Terms defined in this Section.** In the Agreement:

- “**Affiliate**” means an entity that controls, is controlled by, or is under common control with a party.
- “**Aggregate Data**” means data derived from use of the Services or from Customer Content that has been de-identified in accordance with Section 8.5 (Aggregate Data). Data qualifies only if it does not identify, and cannot reasonably be used to identify or be linked to, Customer, any other Customer, or any natural person.
- “**Agreement**” has the meaning in the preamble.
- “**AI Client Connection**” has the meaning in Section 10.2(d).
- “**Applicable Law**” means all laws applicable to Customer’s business, including consumer-protection, privacy, telemarketing, and motor-vehicle laws, in each case as enacted or amended from time to time.

- "**AUP**" has the meaning in Section 1.1.
- "**Authorized Contact**" means an individual designated as an authorized contact for Customer's account, on the Order Form or through the Services' user-management features (including by another then-current Authorized Contact), with the authority described in Section 3.2(b). Each Authorized Contact is an End User; the designation confers authority to act for Customer and does not itself grant permissions within the Services.
- "**Confidential Information**" means non-public information disclosed by a party, before or after the Effective Date, in connection with the Agreement or the Services, that is designated confidential or that reasonably should be understood to be confidential. It includes Customer Content (Customer's Confidential Information) and the Services' non-public features, security information, SOC 2 and audit reports, and pricing (Dealr's Confidential Information). This definition is subject to the exclusions in Section 11.1 (exclusions).
- "**Customer**" has the meaning in the preamble.
- "**Customer Content**" means data, documents, records, and other materials submitted to the Services by or on behalf of Customer or its End Users, together with content the Services generate for Customer from such materials (including Outputs and the recordings, transcripts, and analytics described in the AI Addendum), including consumer and deal records, title and registration documents, inventory data, and communications content. Customer Content does not include Aggregate Data, Feedback, Dealr Materials, or State Records.
- "**Dealr**" has the meaning in the preamble.
- "**Dealr Materials**" means the Services, the software and systems underlying them, the Documentation, Dealr's forms library and templates, system-generated metadata, and scores and model outputs (other than Outputs and other Service-generated content included in Customer Content), and all other materials provided or made available by Dealr, excluding Customer Content.
- "**Designated Account**" means each business deposit account Customer designates by name of financial institution, routing number, and account number on an ACH Authorization Agreement or through the Services' payment-setup flow, as described in the Payments Exhibit.
- "**Documentation**" means only the technical user documentation that Dealr designates as "Documentation" within the Services or at the Policy Center, as updated by Dealr from time to time. Help-center articles, marketing materials, sales presentations, blog posts, and support communications are not Documentation.
- "**DPA**" has the meaning in Section 1.1.
- "**DTS**" means Dealr acting under its Dealer Title Solutions trade name in providing the DTS Services; a reference to DTS is a reference to Dealr.
- "**DTS Services**" means the Registration & Title Services described in Schedule B, when listed on an Order Form.
- "**Effective Date**" has the meaning in the preamble.
- "**End User**" means an individual authorized by Customer to use the Services under Customer's account (e.g., Customer's employees and agents).
- "**Feedback**" means the suggestions, ideas, and feedback described in Section 8.4.
- "**General Terms**" has the meaning in the preamble.
- "**GLBA**" means the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq.
- "**Incorporated Policies**" has the meaning in Section 1.1.
- "**Integrator**" has the meaning in Section 10.2(b).
- "**Order Form**" has the meaning in Section 1.1.
- "**Payments Exhibit**" has the meaning in Section 1.1.
- "**Policy Center**" means Dealr's policy site at https://dealr.com/policies, at which the components of the Agreement are posted and versioned.

- “**Product Schedule**” means each product schedule described in Section 1.1(c), including Schedule A (dealr.cloud & dealr.tax) and Schedule B (DTS Services).
- “**Rooftop**” (in any capitalization) means a physical dealership or other business location from or for which the Services are used, operating under its own street address or its own business license (such as a dealer license), as listed on the Order Form or later reported under Schedule A §A-9(b). Two locations are separate Rooftops if they operate under different street addresses or different business licenses, whether or not commonly owned, branded, or managed. For a third-party or value-added service priced per rooftop, the applicable provider’s or integrator’s own definition governs that service’s fees (Schedule A §A-2(b)).
- “**Services**” means the products and services identified on the Order Form, as described in the applicable Product Schedules, together with any additional services Dealr agrees in writing to provide under Section 5.5 (Professional and additional services).
- “**Service Term**” has the meaning in Section 6.1.
- “**Transaction**” means a vehicle title, registration, or related transaction Customer submits for processing through the DTS Services.

2.2 **Terms defined in other components.** The following terms have the meanings given in the component identified, which controls their meaning throughout the Agreement:

Term	Defined in
Personal Data; Process / Processing; Security Incident; Subprocessor; Consumer Request; De-identified Data; Applicable Data Protection Law	DPA, Section 1
State Records; State Contract; State System; Department; Approved Transaction; Electronic Processing Fee	Schedule B, Section B-1
Input; Output (and Outputs); AI Feature (and AI Features); Verification Signals; AI Interaction Records	AI Addendum, Section 1
ACH Authorization Agreement; Authorization	Payments Exhibit, Section P-1, and the applicable ACH Authorization Agreement

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3. The Services

3.1 **Provision.** Dealr will provide the Services identified on the Order Form in accordance with the Agreement. Dealr may improve, add, modify, or discontinue features of the Services. During a paid Service Term, however, Dealr will not materially reduce the overall core functionality of a purchased Service.

3.2 **Access; accounts; authority.**

(a) **Accounts.** Customer is responsible for its End Users’ compliance with the Agreement, for maintaining the confidentiality of credentials, and for all activity under its accounts. Customer controls authorization to its account. Customer provisions and deprovisions its End Users and assigns their permissions through the Services, and will promptly deactivate any individual who is no longer authorized (including departed personnel). Dealr may treat Customer’s then-current End User roster, permission assignments, and Authorized Contact designations as Customer’s authorization of record. Customer will promptly notify Dealr of any suspected unauthorized access. End Users may be required to accept end-user terms at first login and at any later time the Services require acceptance. The terms End Users may be required to accept include updated versions of those terms and additional terms, notices, or consents applicable to particular features. Dealr may condition an End

User's access to the Services, or to the applicable feature, on that acceptance. Those terms bind the End User and do not diminish Customer's responsibility.

(b) **Authorized Contacts.**

(i) *Designation.* Customer's initial Authorized Contact(s) are designated on the Order Form. The individual who executes or accepts the Order Form for Customer is an Authorized Contact. Customer or any then-current Authorized Contact may designate additional Authorized Contacts, or remove designations, through the Services. Customer agrees that each individual so designated is authorized to act for Customer as an Authorized Contact.

(ii) *Authority.* Each Authorized Contact is authorized, on Customer's behalf, to:

(A) manage End Users, permissions, and Authorized Contact designations;

(B) place orders for additional Services, add-ons, and quantities;

(C) execute or accept Order Forms, amendments, and the agreements, acknowledgments, and consents presented in the Services (including facilitator terms under the Payments Exhibit);

(D) designate and change Designated Accounts and payment methods;

(E) manage billing, subscription, renewal, and cancellation settings, including the in-app cancellation action where offered under Section 6.2 (Cancellation by Customer), which is available to each of Customer's then-current Authorized Contacts; and

(F) give and receive notices, instructions, and consents under the Agreement.

(iii) *Designation is not permission.* An Authorized Contact designation confers authority to act for Customer; it does not itself grant permissions within the Services, which Customer configures separately.

(iv) *Minimum.* Customer will maintain at least one Authorized Contact at all times and will keep its designations and contact information current.

(c) **Attribution; reliance; ratification.**

(i) *Attribution.* Any order, acceptance, agreement, consent, instruction, designation, or other action submitted through Customer's account using valid credentials is attributed to Customer, and Customer is bound by it. This attribution does not apply to an action Dealr processes after it has received Customer's notice under Section 3.2(a), or otherwise has actual knowledge, that the credentials used were compromised or the access unauthorized, and has had a commercially reasonable opportunity to act on that notice or knowledge. This exception allocates attribution only: the compromise and the unauthorized access remain Customer's responsibility under Section 3.2(a) and DPA §8.3(b) (incidents from Customer's side), and this exception does not make Dealr responsible or liable for them or for their consequences.

(ii) *Reliance on designations.* Where the Agreement or an in-Service flow requires action by an Authorized Contact, an action taken under the credentials of a then-current Authorized Contact binds Customer. Dealr may conclusively rely on Customer's then-current designations without inquiry into the acting individual's title, internal approvals, or actual authority. This reliance right does not apply where Dealr has actual knowledge that the designation had been revoked or was fraudulently made.

(iii) *Ratification.* Without limiting the foregoing, Customer ratifies any action taken through its account if Customer accepts its benefit or does not object in writing within ten (10) business days after notice of the action is sent to Customer's then-current Authorized Contacts and the account's administrative email. Accepting the benefit of an action includes paying an invoice for, or using, Services ordered or modified by the action. Each such notice will conspicuously identify the action taken and state that Customer may object in writing within ten (10) business days after the notice is sent.

(iv) *Agreed security procedure.* The parties agree that Dealr's credential controls, together with its acceptance and designation records (user, date/time, IP address, and document or designation version), are an agreed security procedure for attributing electronic records, signatures, and acts under Applicable Law. The parties further agree that those records are sufficient evidence of the attribution and of the terms accepted.

(v) *Relationship to Section 3.2(a).* This Section 3.2(c) supplements, and does not diminish, Customer's responsibilities under Section 3.2(a).

3.3 **Support.** Dealr will provide support for the Services using commercially reasonable efforts, consistent with its then-current support practices described at the Policy Center. Any published status page, uptime history, support-hours page, or target response times are goals only and are not contractual commitments, warranties, or service levels.

3.4 **Suspension.** Dealr may suspend access to all or part of the Services, with notice where practicable: (a) for amounts overdue more than ten (10) days after notice of non-payment; (b) for a violation of the AUP or Section 4 (Customer Responsibilities); (c) where Customer's or an End User's acts or omissions create a security risk to the Services, Dealr, or any third party; (d) where continued provision would cause Dealr to violate Applicable Law or would jeopardize a Dealr authorization, registration, or government contract necessary to provide the Services (including as described in Schedule B); or (e) as required by a governmental authority. Dealr will restore access promptly after the basis for suspension is cured. Fees continue to accrue during suspensions caused by Customer.

3.5 **Access; Dealr IP; Restrictions.**

(a) **Grant.** Dealr grants Customer a limited, non-exclusive, non-transferable right, during the Service Term, for Customer and its End Users to access and use the Services and Documentation for Customer's internal business operations. The grant is subject to the Agreement and payment of the applicable fees. The right is non-transferable except under Section 18.2 (Assignment).

(b) **Dealr IP.** Dealr and its licensors retain all right, title, and interest in and to the Services and the Dealr Materials, including all intellectual-property rights in them. No rights are granted to Customer except as expressly stated in the Agreement; all rights not expressly granted are reserved by Dealr.

(c) **Restrictions.** Customer will not, and will not permit any End User, Integrator, or other person to:

(i) copy, modify, or create derivative works of the Services or Dealr Materials;

(ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying structure, ideas, algorithms, know-how, or non-public architecture of the Services or Dealr Materials, except to the extent such a restriction is prohibited by Applicable Law;

(iii) use Outputs or other Service-generated content, whether before or after export or termination, to develop, train, or improve a product, service, or machine-learning or AI model that competes with the Services; or

(iv) attempt to extract, or induce an AI Feature to reveal, Dealr's non-public system prompts, templates, model weights, or model parameters.

The AUP states the further use restrictions — including its restrictions on scraping and bulk extraction, competing-product development and benchmarking, resale, sublicensing and service-bureau use, and circumvention of usage limits, plan gates, and security controls — and those restrictions apply to Customer, its End Users, and Integrators as part of the Agreement (AUP Part I). The restrictions in this Section 3.5(c) apply during and after the Service Term, including to Dealr Materials and Service-generated content in Customer's possession or control after termination.

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4. Customer Responsibilities

4.1 **Lawful use; AUP.** Customer will use the Services in compliance with the Agreement, Applicable Law, and the AUP.

4.2 **Customer Content.** Customer is responsible for the accuracy, quality, legality, and rights basis of Customer Content, including all notices to and consents from consumers required for Dealr to process Customer Content as described in the Agreement.

4.3 **Communications compliance.** As detailed in the AUP and AI Addendum, Customer is solely responsible for its use of calling, texting, recording, and AI-assisted communication features. That responsibility includes obtaining the level of consumer consent required for each communication, honoring opt-outs and calling-time restrictions, maintaining any state telemarketing registrations or bonds applicable to Customer, and configuring recording and AI-disclosure settings appropriately for its consumers. Certain safety settings are non-configurable as described in the AI Addendum.

4.4 **Decisions.** The Services (including AI features) provide tools and information only. Customer is solely responsible for decisions it makes or communicates using Service outputs or content a connected AI application generates (AI Addendum §8 (third-party AI applications)), including credit, financing, pricing, employment, and compliance decisions, and for meeting any adverse-action, disclosure, or fair-lending obligations arising from them.

4.5 **No professional advice; non-reliance.**

(a) **Informational tools only; no advisory relationship.** The Services (including tax-calculation, title-processing, compliance, and AI features), the Documentation, and information provided by or on behalf of Dealr in connection with the Services — including support, onboarding, training, account-management, and client-success communications; help-center and knowledge-base content; webinars; and templates — are informational only. None of it is legal, tax, accounting, or other professional advice, none of it amends the Agreement, and none of it creates an attorney-client, accountant-client, fiduciary, or other professional-advisory relationship. Customer is responsible for consulting its own licensed attorney, tax professional, and compliance advisors regarding its legal, tax, and regulatory obligations.

(b) **Customer verifies outputs and forms.** Customer is responsible for verifying Service outputs before acting on them, including tax computations; title and registration submissions; and forms, contracts, disclosures, and other documents generated or populated by the Services, whether standard, state-provided, or custom-programmed. In particular, Customer is responsible for confirming that each form it uses is programmed and configured to its requirements before production use, and that each completed instance generated in a transaction is accurate, complete, and correctly filled out before it is executed, submitted, or provided to any consumer, lender, or government authority (Schedule A §A-3(c) (form review and verification)).

(c) **Non-reliance; custodial obligations preserved.** Customer acknowledges that, in entering into the Agreement, it has not relied on any representation, statement, or material not expressly set out in the Agreement, including sales presentations, marketing materials, and help-center content. Nothing in this Section 4.5 limits the express custodial obligations for government fees and taxes held for remittance stated in the Payments Exhibit and Schedule B.

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5. Fees, Payment & Taxes

5.1 **Fees.** Customer will pay the fees stated on the Order Form and in the applicable Product Schedules. Except as expressly stated in the Agreement, fees are non-refundable and payment obligations are non-cancellable.

5.2 **Payment; late amounts.** Fees are due as stated on the Order Form. Late amounts accrue interest at 1% per month (or the highest rate Applicable Law permits, if lower). Customer will reimburse Dealr's reasonable costs of collection, including attorneys' fees.

5.3 **Price changes.** Dealr may change fees on at least thirty (30) days' notice; changes take effect at the start of the next billing period after the notice period (for annual terms, at the next renewal unless the Order Form provides otherwise). Increases in third-party pass-through charges (Section 6.2(e)) may be passed through prospectively on thirty (30) days' notice, including during an annual Service Term; Customer may terminate the affected feature by notice effective when the increase takes effect.

5.4 **Taxes.** Fees exclude taxes. Customer is responsible for all sales, use, and similar taxes arising from its purchase (excluding taxes on Dealr's income), including taxes assessed or invoiced after the original billing period, and will pay or reimburse them upon invoice.

5.5 **Professional and additional services.**

(a) **Written scope and acceptance.** Dealr may provide professional or other services not identified on the Order Form or a then-current price list where the scope and any fees are agreed in a writing accepted by one of Customer's Authorized Contacts. That acceptance includes acceptance by email or in-Service acceptance under Section 3.2 (Authorized Contact acceptance). Each such writing forms part of the Agreement as an Order Form amendment limited to its stated scope. The services it covers are Services for all purposes of the Agreement, including Sections 4.5 (no professional advice), 9 (warranties), 12 (indemnification), and 13 (limitation of liability).

(b) **Fees and rate disclosure.** Fees for such services are as agreed in the writing or, absent agreed rates, at Dealr's then-current standard rates, which Dealr will disclose before beginning the work.

(c) **Custom forms.** Charges for custom form programming and similar professional services, as provided in the Order Form, a price list, or such a writing, are fees for Dealr's programming labor, not charges for access to Customer's data. Such charges do not apply to state-required forms. Such charges do not convey ownership of, or exclusive rights in, any resulting form, template, configuration, or other work product. Those items are Dealr Materials that Dealr may generalize and offer to other customers (Schedule A §A-3(a)–(b) (Dealr Materials; generalization right)).

(d) **Dealer-data statutes.** Fees for integration, API, or data-access services remain subject to Section 10.2 (Integrator access) and any applicable dealer-data statute. This Section 5.5 does not authorize any charge such a statute prohibits.

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6. Term, Renewal, Cancellation & Termination

6.1 **Service Term; renewal.**

(a) **Initial term.** The initial Service Term is stated on the Order Form (month-to-month, annual with monthly payment, or annual with annual payment).

(b) **Automatic renewal. Each Service Term automatically renews** — monthly terms for successive months, annual terms for successive one-year periods — unless either party cancels under this Section 6; provided that, if the separate renewal consent described in Section 6.1(c) was not captured, the Service Term does not renew automatically and ends at its expiration unless extended by a signed writing or a new Order Form.

(c) **Renewal consent. Customer's consent to automatic renewal is captured separately and affirmatively at Order Form acceptance.** Renewal terms, cancellation method, and any minimum-notice requirements are disclosed there.

(d) **Renewal reminder.** Dealr sends renewal reminder notices on the following schedule, each stating the renewal date, the fees that will be charged, the method for cancelling, and the deadline to cancel:

(i) *Colorado Customers.* For a Customer with a rooftop or business location in Colorado or a Colorado notice address: (A) for annual Service Terms, notice at least thirty-one (31) and not more than forty (40) days before the renewal date — within Colorado's statutory notice window and before the Section 6.2(f) deadline to decline renewal; and (B) for month-to-month Service Terms, notice at least once in each consecutive twelve (12)-month period, twenty-five (25) to forty (40) days before the renewal that extends the subscription beyond that period.

(ii) *All other Customers.* For all other Customers, as Dealr's own practice: (A) for annual Service Terms, notice before the Section 6.2(f) deadline to decline renewal; and (B) for month-to-month Service Terms, notice at least once in each consecutive twelve (12)-month period.

(e) **Other state-law notices.** Where Applicable Law requires a renewal notice on other terms, Dealr also provides it as that law requires.

(f) **New York.** Annual Service Terms are not offered to any Customer with a rooftop or business location in New York, or with a New York notice address; New York Customers subscribe on month-to-month terms only.

6.2 **Cancellation by Customer.**

(a) **How to cancel or non-renew.** Customer may cancel any monthly Service Term, or non-renew any annual Service Term, by written notice to Dealr sent to the cancellation address stated on the Order Form or to any notice address in Section 18.1 (Notices) or, where the in-app cancellation mechanism is offered under this Section 6.2, through that mechanism — notice through any of these channels is effective to start the cancellation period.

(b) **In-app cancellation mechanism.** Where Customer's contract was accepted online and Applicable Law requires an online cancellation method, Dealr provides the in-app cancellation mechanism: a one-step online cancellation method at least as easy as the acceptance method. Dealr currently offers the in-app cancellation mechanism to Customers in the states where Applicable Law requires it (currently California and Colorado). The Order Form's cancellation disclosure states the channels available to Customer.

(c) **Who may act.** The in-app cancellation action is available to each of Customer's then-current Authorized Contacts. Any Authorized Contact may also cancel or non-renew by written notice.

(d) **Effective date; proration. Cancellation takes effect thirty (30) days after notice, or at such earlier time as Applicable Law requires. The final invoice is prorated to the effective date.** Customer pays subscription fees only through the effective date and is not charged a full additional billing cycle.

(e) **Third-party pass-throughs are not prorated.** Proration applies only to fees for Dealr's own subscription Services. Charges for third-party pass-through items billed on a fixed-period basis are not prorated. Those items include third-party vehicle-valuation ("book value") data subscriptions and third-party integration fees billed monthly or for another fixed period (Schedule A §A-2 (third-party data and integration fees)). The full charge for the billing period in which the effective date falls remains due. No new period of such charges begins after the effective date.

(f) **Annual non-renewal deadline. Notice of non-renewal of an annual Service Term must be given at least thirty (30) days before the last day of the then-current Service Term to prevent renewal of that term.** That deadline is stated on the Order Form and in each renewal reminder. The Services continue, and fees remain payable, through the end of the term. Section 6.3 (early termination charge) does not apply to a non-renewal.

(g) **Late non-renewal notice.** Notice of non-renewal given after that deadline is effective to prevent renewal at the end of the next Service Term. Customer may instead terminate the then-current annual Service Term early under Section 6.3 (early termination).

6.3 **Early termination of annual terms.**

(a) **Right and charge.** Customer may terminate an annual Service Term before it ends for convenience by (i) giving notice under Section 6.2 (cancellation) and (ii) paying an early-termination charge equal to **fifty percent (50%) of the fees attributable to the unexpired portion of the then-current Service Term (whether or not already paid)**. The charge is due on the effective date of termination. This Section 6.3(a) does not apply to a termination under Section 6.4 (termination for cause) or under a right described in Section 10.4 (dealer-data statutes); no charge applies to those terminations.

(b) **Computation base.** The charge is computed on fees for Dealr's own subscription Services only. Per-Transaction DTS fees (Schedule B §B-9(b) (DTS no-cause termination)) and third-party pass-through charges described in Section 6.2(e) (pass-throughs not prorated) are excluded from the computation.

(c) **Prepaid annual terms.** For prepaid annual terms, Dealr will refund the prepaid fees attributable to the unexpired portion, less the early-termination charge. This refund applies notwithstanding Section 5.1 (fees non-refundable).

(d) **Agreed alternative to performance.** The parties agree that this charge: (i) is an agreed alternative to full performance and not a penalty; (ii) reflects a reasonable ex-ante estimate of Dealr's losses from early termination (including committed infrastructure, onboarding, and support costs, net of avoided variable costs); (iii) is agreed because actual damages from early termination would be difficult to ascertain at signing; and (iv) is Dealr's exclusive monetary remedy for the early termination itself (it does not limit fees accrued through the effective date or claims unrelated to the early termination).

6.4 **Termination for cause.** Either party may terminate the Agreement or an affected Order Form if the other party materially breaches and fails to cure within thirty (30) days of notice (ten (10) days for payment breaches), or upon the other party's insolvency. Dealr may also terminate or suspend as provided in Section 3.4 (Suspension) and in the Product Schedules (including Schedule B's immediate-action rights, §B-9(a)).

6.5 **Effect of termination.** Upon expiration or termination: (a) Customer's access ends and all unpaid fees through the effective date (plus any Section 6.3 exit fee) become due; (b) data export and deletion follow Section 10.3 (Export; deletion) and the DPA, and Dealr revokes all AI Client Connections (Customer Content already delivered to a connected AI application is outside the Services and is not reached by Section 10.3 or DPA §10 deletion); (c) sections that by their nature survive (including Sections 3.5(b)–(c) (and, as to conduct during the Service Term, the use restrictions the AUP states as part of the Agreement), 5, 6.5, 8, 9.2, 10.3 (for the duration of the export window stated there), 10.4, 11, 12, 13, 14, 15, 16, and 18) survive.

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7. Insurance

During the Agreement, Dealr will maintain commercially reasonable insurance for its business, including cyber-liability coverage. Certificates of insurance are available on request for qualifying plans.

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8. Customer Content; Data

8.1 **Customer ownership.** As between the parties, Customer owns Customer Content. Dealr claims no ownership of Customer Content. Title and registration data provided by or derived from the State System is governed by Schedule B, which reflects state ownership of State Records.

8.2 **License to Dealr.** Customer grants Dealr a non-exclusive, worldwide, royalty-free license to host, store, copy, process, transmit, display, and analyze Customer Content, and to create derived and de-identified data from it, in each case: (a) to provide, secure, support, and maintain the Services; (b) to perform AI-assisted verification, document-processing, and audit functions as described in the AI Addendum; (c) to comply with Applicable Law, Dealr's governmental contracts and authorizations, and audit obligations; and (d) as otherwise instructed by Customer. The license in this Section 8.2 survives termination solely (i) for purposes (b) and (c), and only as to Customer Content retained under Section 8.3 (Retention rights), and (ii) as needed to provide the export window in Section 10.3.

8.3 **Retention rights.** Notwithstanding any deletion request or termination, Dealr may retain Customer Content (i) as required by Applicable Law, court order, or legal hold, (ii) as required by Dealr's state-contract, DMV-authorization, and audit obligations (including the digital-record retention period stated in Schedule B), and (iii) in routine backups pending purge under the DPA. This Section 8.3 does not apply where Applicable Law described in Section 10.4 (dealer-data statutes) requires return or deletion.

8.4 **Feedback.** Customer assigns to Dealr all right, title, and interest in suggestions, ideas, and feedback about the Services, without obligation or compensation.

8.5 **Aggregate Data.** Dealr may create, use, and disclose Aggregate Data for any lawful business purpose, including analytics, benchmarking, publishing or sharing industry statistics, and improving the Services. Dealr retains all rights in Aggregate Data. These rights are limited as follows: any use of Aggregate Data or de-identified data to train or improve AI models is subject to the limits of the

AI Addendum, which controls over this Section 8.5 for that purpose. De-identification must (a) remove or transform all direct identifiers and any data element reasonably usable to identify Customer, any other Customer, or a natural person; (b) not be reversed by Dealr; and (c) be maintained consistent with the standards referenced in the DPA (de-identification standards). Dealr will not publicly identify Customer as the source of any Aggregate Data without consent.

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9. Warranties & Disclaimer

9.1 **Limited warranty.** (a) Dealr warrants that it will provide the Services in a professional and workmanlike manner consistent with generally accepted industry practices. (b) To make a claim, Customer must notify Dealr within thirty (30) days after Customer knew or reasonably should have known of the event giving rise to it. (c) Dealr's entire obligation and Customer's exclusive remedy for breach of this warranty is, at Dealr's option: re-performance of the affected Services, correction of the failure, or a refund of the fees paid for the affected Service for the period affected.

9.2 **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN SECTION 9.1, THE SERVICES, DOCUMENTATION, AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." DEALR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. DEALR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT SERVICE OUTPUTS (INCLUDING AI OUTPUTS) ARE ACCURATE OR COMPLETE. THIRD-PARTY DATA AND INTEGRATIONS (INCLUDING VALUATION, CREDIT, AND STATE-SYSTEM DATA) ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING SECTION 4.5, NO SERVICE OUTPUT CONSTITUTES LEGAL, TAX, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE.

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10. Customer Data Access & Portability

10.1 **No charge for Customer's own data.** During the Service Term, Customer may access, retrieve, copy, and share Customer Content through the Services' interfaces, exports, and feeds at no additional charge. Dealr does not charge Customer for access to Customer Content. Professional-services charges under Section 5.5 (professional services) are fees for programming labor, not data access. AI Client Connections (Section 10.2(d)) are a Service feature, not a data-access mechanism, and Dealr may make them available only on the plans the Order Form or plan documentation identifies. Customer's access, export, and portability rights under Sections 10.1–10.3 do not depend on them.

10.2 **Customer-directed transmissions; authorized Integrators.**

(a) **Customer-directed transmissions.** The Services allow Customer to configure or request transmission of Customer Content to destinations Customer selects — including FTP/SFTP data feeds, ADF and similar lead emails, scheduled exports, and other push transmissions. Each such configuration or request made through Customer's account, whether by an Authorized Contact or another End User, is Customer's instruction under Section 8.2(d) (Customer instruction) and is attributed to Customer under Section 3.2(c) (attribution). Dealr will transmit to the configured destination using the transport security the selected mechanism supports. Customer is solely responsible for: (i) selecting and vetting each destination; (ii) keeping destination details current; (iii) the security of the receiving system; and (iv) the recipient's use, storage, and further disclosure of transmitted Customer Content, which is outside the Services and outside Dealr's control once delivered. A recipient of Customer-directed transmissions is not an Integrator, and the conditions in Section 10.2(c) (Integrator conditions) do not apply to it. The preceding sentence does not apply where the recipient also holds credentialed access under Section 10.2(b) (credentialed Integrator access).

(b) **Credentialed Integrator access.** Customer may designate third parties to access the Services, or to retrieve Customer Content directly from the Services, using credentials, keys, or tokens issued for that third party's use (each, an "**Integrator**"). Dealr will provide Integrator access through Dealr's then-available commercially reasonable mechanisms: data feeds, exports, credentialed access, and any integration interfaces Dealr makes generally available. Except as the next sentence provides, nothing in the Agreement obligates Dealr to build, license, or maintain any new API or interface. Where a statute applicable to Customer's business requires Dealr to provide a specific integration mechanism to Customer-authorized integrators, Dealr will provide the mechanism that statute requires, on the terms, conditions, security requirements, and cost-recovery that statute permits.

(c) **Integrator conditions.** Integrator access is conditioned on: (i) the Integrator maintaining industry-standard security controls at least equivalent to recognized automotive-data security standards; (ii) the Integrator's acceptance of Dealr's integrator terms, which Dealr may present for click-through acceptance at credential issuance; and (iii) Customer's responsibility for the Integrator's acts and omissions as if they were Customer's own. Dealr is not liable for Integrators and may suspend an Integrator's access on reasonable security grounds.

(d) **AI Client Connections.** Where the Services offer a connection that lets an End User authorize a third-party AI application to access Customer Content on the End User's behalf, whether the connection is read-only or also allows the application to create, modify, or delete records in the Services (an "**AI Client Connection**"):

(i) *Customer's instruction.* Customer controls whether its End Users may authorize AI Client Connections, through the permissions Customer assigns in the Services. Each connection an End User authorizes, and each request made through it, is Customer's instruction under Section 8.2(d) (Customer instruction) and is attributed to Customer under Section 3.2(c) (attribution).

(ii) *Customer's provider.* The provider of the connected AI application is Customer's own service provider, under Customer's or the End User's agreement with that provider. It is not a Subprocessor or an Integrator, and Section 10.2(c) (Integrator conditions) does not apply to it. Customer is responsible for approving which AI applications and accounts its End Users connect, for those applications' settings (including any use of data for model training and any retention), and for the matters listed in Section 10.2(a)(i)–(iv) (Customer responsibilities for destinations) as if each connection were a configured destination.

(iii) *Scope.* An AI Client Connection is limited to the permissions of the authorizing End User and to the data classes and actions the Documentation describes. Dealr may limit which AI applications can connect, rate-limit, suspend, or revoke a connection on reasonable security grounds, and revokes it when the End User's access or the Agreement ends.

(iv) *Responses.* Answers and other content a connected AI application generates are not Outputs and are not the Services (AI Addendum §8 (third-party AI applications)).

(e) **Changes made through connections.** AI Client Connections and Integrator access may allow the connected application or Integrator to create, modify, or delete records in the Services and to take other actions the End User's or Integrator's permissions allow. Customer is solely responsible for every change and action made through an AI Client Connection or Integrator access, including changes a connected AI application makes on its own initiative, in error, or in response to content it reads. Each such change or action is Customer's instruction under Section 8.2(d) (Customer instruction) and is attributed to Customer under Section 3.2(c) (attribution). Dealr has no obligation to review, confirm, or reverse any such change, and is not liable for its consequences. Nothing in this Section 10.2(e) limits Dealr's obligations under the DPA as to the security of the Services themselves.

10.3 **Export; deletion.** Customer may export Customer Content in commercially reasonable, documented formats (e.g., CSV/JSON) during the Service Term and for sixty (60) days after termination, at no charge for Customer's own data. The export includes the consent, suppression, and compliance records Customer must retain under Applicable Law and the AUP (e.g., AUP §11(b)); Customer is responsible for exporting them before deletion. After the export window, Dealr will delete Customer Content per the DPA (90 days). Deletion is subject to the Section 8.3 (retention rights) retention carve-outs and backup-purge schedule. Upon a termination under a statutory right described in Section 10.4 (state-specific rider), Dealr will also provide the commercially reasonable transition cooperation that statute requires. Such cooperation includes data transition to a successor vendor or integrator in a usable format.

10.4 **State-specific rider.**

(a) **Rule.** Where a dealer-data, DMS-access, or similar statute applicable to Customer's business grants Customer rights, or imposes obligations on Dealr, beyond or inconsistent with the Agreement, that statute controls as to that Customer.

(b) **Illustrative rights.** Such rights include rights of termination (such as a right to terminate on ninety (90) days' notice), access, portability, transition assistance, or data return or deletion.

(c) **Deemed conformance.** The Agreement (including Sections 5 (fees), 6 (term), 8 (Customer Content), and 10 (data access)) is deemed conformed to that statute to the minimum extent required.

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11. Confidentiality

11.1 **Exclusions.** Confidential Information does not include information that: (a) is or becomes public without breach; (b) was known without restriction before disclosure; (c) is independently developed without use of or reference to the disclosing party's Confidential Information; or (d) is rightfully received from a third party without breach of an obligation owed to the disclosing party.

11.2 **Obligations.** The receiving party will use Confidential Information only to perform under or exercise rights granted by the Agreement. The receiving party will protect it with at least reasonable care. The receiving party will limit access to personnel and contractors with a need to know who are bound by confidentiality obligations at least as protective. Compelled disclosures are permitted with prompt notice (where lawful), disclosure limited to the portion legally required, and cooperation on protective treatment.

11.3 **Security reports.** Dealr's SOC 2 reports and detailed security documentation are Dealr Confidential Information, are available as described in the DPA (including plan-based availability), and may not be shared beyond Customer's personnel and professional advisors under confidentiality.

11.4 **Return or destruction.** Upon termination of the Agreement, or upon the disclosing party's earlier written request, the receiving party will return or destroy the disclosing party's Confidential Information in its possession or control and, on request, certify destruction. Two exceptions apply. (a) The receiving party may retain copies required by Applicable Law or a bona fide records-retention policy, and copies in routine backups pending purge. All such copies remain subject to this Section 11 for as long as retained. (b) This Section 11.4 does not apply to Customer Content. The export, retention, and deletion of Customer Content are governed by Sections 8.3 (retention) and 10.3 (export; deletion) and the DPA.

11.5 **Equitable relief; trade secrets.** Each party acknowledges that breach of this Section 11, of Section 3.5(c) (restrictions), or of the use restrictions the AUP states as part of the Agreement (AUP Part I) may cause the other party irreparable harm for which monetary damages are an inadequate remedy. Each party agrees that the disclosing party may seek injunctive and other equitable relief, including under Section 14.4 (court carve-outs), without posting a bond, in addition to all other remedies. Nothing in the Agreement limits either party's right to injunctive or equitable relief under applicable trade-secret law (including the Defend Trade Secrets Act, 18 U.S.C. § 1836); monetary remedies under trade-secret law remain subject to Section 13 (limitation of liability), except as Section 13.4 provides. Confidential Information that is a trade secret remains protected under this Section 11 for as long as it qualifies as a trade secret. Confidential Information that is not a trade secret remains protected under this Section 11 for five (5) years after termination of the Agreement.

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12. Indemnification

12.1 **By Dealr (IP).** Dealr will defend Customer against any third-party claim alleging that the Services, as provided by Dealr and used as permitted by the Agreement, infringe a U.S. patent, copyright, or trademark, or misappropriate a trade secret. Dealr will indemnify Customer for damages, costs, and reasonable attorneys' fees finally awarded or agreed in settlement of such a claim. Dealr has no obligation for claims arising from: (a) Customer Content, third-party data, forms or templates supplied by Customer, forms owned or published by a third party (other than forms Dealr itself authored and offers as system forms), or Customer's use of any form without the authority required for it (Schedule A §A-3(d)–(e) (customer-supplied forms; forms-library authority)); (b) combination of the Services with items not provided by Dealr, where the claim would not arise but for the combination; (c) modifications not made by Dealr; (d) use not in accordance with the Agreement or Documentation; or (e) use after Dealr provided a non-infringing alternative. If a claim is made or likely, Dealr may, at its option: procure the right to continue use, modify or replace the affected Service, or terminate the affected Service and refund prepaid unused fees. **This Section 12.1 states Dealr's entire liability and Customer's exclusive remedy for infringement claims.**

12.2 **By Customer.** Customer will defend and indemnify Dealr, its Affiliates, and their officers, directors, and employees against any third-party claim (including claims, investigations, or penalties by consumers or governmental authorities) arising from:

(a) Customer Content, including its collection, accuracy, or rights basis;

(b) Customer's or its End Users' use of the Services in violation of the Agreement, the AUP, or Applicable Law;

(c) calls, texts, or other communications made by or for Customer using the Services, including claims under the TCPA, the Telemarketing Sales Rule, and state telemarketing and communications-privacy laws, and claims arising from consent, disclosure, registration, or configuration choices that the Agreement allocates to Customer;

(d) decisions made or actions taken by Customer using Service outputs, including AI outputs (e.g., credit, pricing, advertising, and employment decisions), or using content a connected AI application generates; changes and actions made through AI Client Connections or Integrator access (Section 10.2(e)); and a connected AI application's or Integrator's use, storage, and disclosure of Customer Content it receives; and

(e) for DTS Services, chargebacks, NSF items, and fraudulent or unauthorized transactions as detailed in Schedule B.

For purposes of clause (c), state telemarketing and communications-privacy laws include the state statutes enumerated in AUP §9(d), state recording-consent laws, and any other communications law applicable to Customer's communications, whether existing now or adopted or amended later.

Customer's obligations under this Section 12.2 do not apply to the extent a claim arises from Dealr's breach of the Agreement (including the DPA) or from a Security Incident caused by Dealr.

12.3 **Procedure.** The indemnified party must give prompt notice, reasonable cooperation, and sole control of defense and settlement to the indemnifying party. Delay in notice excuses obligations only to the extent of prejudice. No settlement imposing non-monetary obligations on the indemnified party may be made without its consent (not unreasonably withheld). The indemnified party may participate with its own counsel at its own expense.

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13. Limitation of Liability

13.1 **No indirect damages.** NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUES, GOODWILL, OR DATA (EXCEPT DATA-RESTORATION COSTS TO THE EXTENT A DIRECT DAMAGE), HOWEVER CAUSED AND UNDER ANY THEORY, EVEN IF ADVISED OF THE POSSIBILITY.

13.2 **General cap.** EXCEPT AS PROVIDED IN SECTIONS 13.3 AND 13.4, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED **THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES IN THE THREE (3) MONTHS BEFORE THE FIRST EVENT GIVING RISE TO THE CLAIM OR SERIES OF RELATED CLAIMS**. For this measure, prepaid fees are treated as payable ratably over the period they cover, and during the first three (3) months of the Agreement the measure is the fees payable for those first three (3) months. For DTS Services, the per-transaction cap in Schedule B (§B-11) applies to transaction-level claims.

13.3 **Security super-cap.**

(a) **Cap.** FOR CLAIMS ARISING FROM DEALR'S BREACH OF ITS SECURITY OR CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT (INCLUDING THE DPA), DEALR'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED **THE GREATER OF:**

(A) **THE SECTION 13.2 AMOUNT; OR**

(B) **THE LESSER OF (i) THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES IN THE TWELVE (12) MONTHS BEFORE THE FIRST EVENT GIVING RISE TO THE CLAIM OR SERIES OF RELATED CLAIMS (MEASURED AS SECTION 13.2 PROVIDES, WITH TWELVE (12) MONTHS IN PLACE OF THREE (3)), OR (ii) TWENTY-FIVE THOUSAND DOLLARS ($25,000).**

(b) **Floor.** For clarity, the Section 13.3 cap is never lower than the Section 13.2 cap.

(c) **Exclusive; no stacking.** This Section 13.3 is Customer's sole and exclusive cap for such claims; it replaces, and does not stack with or add to, Section 13.2.

(d) **No recharacterization.** Except as provided in Section 13.4 (uncapped), any claim arising from a Security Incident or otherwise from breach of Dealr's security or confidentiality obligations is subject exclusively to this Section 13.3, regardless of the form of action or legal theory pleaded (including breach of contract, breach of warranty, negligence, or statute), and may not be recharacterized under another provision of the Agreement to obtain the Section 13.2 cap.

13.4 **Uncapped.**

(a) **Not limited by the caps in Sections 13.2 and 13.3:** (i) Customer's payment obligations (fees, taxes, exit fees); (ii) either party's indemnification obligations under Section 12; (iii) Customer's breach of Section 11 with respect to Dealr's Confidential Information (including security reports under Section 11.3); (iv) Customer's or its End Users' infringement or misappropriation of Dealr's intellectual property, or violation of Section 3.5 (restrictions) or of the use restrictions the AUP states as part of the Agreement (AUP Part I); (v) either party's fraud or willful misconduct; or (vi) liability that cannot be limited under Applicable Law.

(b) **Not limited by the indirect-damages exclusion in Section 13.1:** (i) a party's obligations under Section 12 (Indemnification), including amounts paid or payable to third parties or governmental authorities in respect of an indemnified claim, whether characterized as direct, indirect, consequential, statutory, multiplied, exemplary, or punitive, and the indemnified party's reasonable defense costs; or (ii) the liabilities described in clauses (iii) through (v) of Section 13.4(a).

13.5 **Basis of the bargain.** The allocations in this Section 13, and the exclusive-remedy provisions of the Product Schedules and Incorporated Policies (including any service-level addendum), are fundamental to the pricing of the Services. They apply even if a limited remedy fails of its essential purpose, and they apply across all claims and theories in the aggregate.

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14. Dispute Resolution

14.1 **Governing law; venue.** The Agreement is governed by Colorado law, without regard to conflicts rules. The parties' choice of Colorado law does not extend any consumer-protection or automatic-renewal statute to a Customer to which it would not apply of its own force. Exclusive venue for any permitted court proceeding is the state and federal courts for Larimer County, Colorado. The parties consent to those courts' jurisdiction. This venue rule is subject to Section 14.2 (Arbitration).

14.2 **Arbitration.** Except as provided in Section 14.4 (Carve-outs), any dispute arising out of or relating to the Agreement will be resolved by **final and binding arbitration**. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules, by a single arbitrator, seated in Larimer County, Colorado. The parties agree that the Agreement evidences a transaction involving interstate commerce. The parties agree that this Section 14 is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., notwithstanding Section 14.1 (governing law). The arbitrator has exclusive authority to resolve disputes about the interpretation, applicability, or enforceability of this arbitration agreement; whether an arbitration agreement was formed between the parties is for a court of competent jurisdiction to decide. That authority does not extend to the enforceability of the class waiver in Section 14.3 (class waiver), which is for a court of competent jurisdiction to decide. Judgment on the award may be entered in any court of competent jurisdiction. Each party bears its own attorneys' fees except as Applicable Law, Section 5.2 (costs of collection), or Section 14.4 (carve-outs) provides otherwise. The arbitrator may award prevailing-party costs where the rules permit.

14.3 **Class waiver; jury waiver.** ALL DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION AGAINST THE OTHER, AND THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS. TO THE EXTENT A DISPUTE PROCEEDS IN COURT, **EACH PARTY WAIVES TRIAL BY JURY.**

14.4 **Carve-outs.**

(a) **Collection actions.** Either party may bring an action in a court of competent jurisdiction to collect amounts due and owing under the Agreement.

(b) **Small claims.** Either party may bring any individual claim within the jurisdictional limit of small claims court in the county of the defending party's principal place of business (or, for Dealr, Larimer County, Colorado).

(c) **Rationale.** The parties agree these carve-outs reflect that collection disputes involve liquidated sums ill-suited to arbitration.

(d) **Counterclaims.** If Dealr brings a court action under carve-out (a), Customer may assert in that action any counterclaim arising from the fees, payments, or Transactions at issue, without waiving arbitration as to other disputes.

(e) **Injunctive relief.** In addition, either party may seek temporary injunctive or equitable relief to protect intellectual property, Confidential Information, or the security of the Services, in the courts identified in Section 14.1.

(f) **Prevailing-party fees.** In any action or arbitration to enforce the Agreement or collect amounts due under it, the prevailing party is entitled to recover its reasonable attorneys' fees and costs from the other party.

(g) **No double recovery.** Amounts recovered as costs of collection (including attorneys' fees) under Section 5.2 are credited against any award of attorneys' fees and costs under this Section 14.4, and the same amounts are not recoverable twice.

14.5 **Time to bring claims.** No claim arising out of or relating to the Agreement may be brought more than one (1) year after the date the claiming party knew or reasonably should have known of the facts giving rise to the claim. This limit applies to the maximum extent permitted by Applicable Law. This limit does not apply to any of the following: Customer's payment obligations; a party's indemnification obligations under Section 12 (Indemnification); claims for breach of Section 11 (Confidentiality) with respect to Dealr's Confidential Information; and claims of infringement or misappropriation of a party's intellectual property.

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15. Publicity

Dealr may identify Customer by name and logo in customer lists on its website and in sales materials. Customer may opt out at any time by notice. Dealr will then remove the identification within thirty (30) days; removal does not require recalling materials already printed or distributed. Any other use (press releases, case studies) requires Customer's prior consent.

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16. Force Majeure

Neither party is liable for failure or delay caused by events beyond its reasonable control. Such events include natural disasters, epidemics, war, terrorism, civil unrest, labor disputes, governmental action, failures of utilities, telecommunications, or internet infrastructure, failures of cloud or hosting providers to the extent beyond the affected party's reasonable control, and denial-of-service or similar attacks not caused by the party's breach of its security obligations. This excuse applies only if the affected party uses reasonable efforts to mitigate and resume. Nothing in this Section 16 excuses a party's security or confidentiality obligations (including under the DPA) or Dealr's responsibility for its Subprocessors under DPA §6.1. Payment obligations for Services already delivered are not excused.

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17. Changes to the Agreement

17.1 **Operational policies.**

(a) **Thirty-day rule.** Dealr may update the AUP, support and status pages, and other operational Incorporated Policies on at least thirty (30) days' notice (posted at the Policy Center and sent by email or in-app notice).

(b) **Exceptions.** (i) Changes required by Applicable Law or addressing security may take effect sooner. (ii) Changes to the Subprocessor List are excepted from this Section 17.1's thirty (30)-day rule and instead follow the notice and objection mechanics of DPA § 6.2 (subprocessor changes).

(c) **Prospective effect.** Changes taking effect sooner under clause (b)(i) apply prospectively only, from the date Dealr sends direct notice (email or in-app).

(d) **Changes that are material in substance.** Notwithstanding the foregoing, this Section 17.1 does not govern a change to an operational Incorporated Policy that expands Customer's warranties, representations, indemnification, or liability obligations, or that materially restricts core use of a purchased Service. Such a change is governed by Section 17.2 (effective at the next renewal). This Section 17.1(d) does not apply to the extent the change is required by Applicable Law.

(e) **DTS program policies.** Changes to DTS's published audit standards, retention policy, and other DTS program policies that implement a State Contract requirement or a Department direction take effect as Schedule B §B-5(d) (program-policy changes required by the state program) provides.

17.2 **Material terms.**

(a) **Effective date.** Changes to these General Terms, the Product Schedules, the DPA, the AI Addendum, or other terms that materially affect the parties' rights take effect on the earlier of (i) **the start of Customer's next Service Term (renewal)** following at least thirty (30) days' direct notice, or (ii) **Customer's express acceptance of the revised terms**. Express acceptance includes in-Service (click-through) acceptance by an Authorized Contact under Section 3.2 (authority; attribution). Where the revised terms take effect under clause (a)(ii), they take effect for the remainder of the then-current Service Term and thereafter.

(b) **Objection.** If Customer objects, Customer's remedy is to cancel before the renewal under Section 6.2 (cancellation). Express acceptance under clause (a)(ii) waives that objection right as to the accepted version.

(c) **Dispute-resolution revisions.** Notwithstanding anything in this Section 17, the following applies to revisions to Section 14 (Dispute Resolution). Such revisions do not apply to any dispute of which either party had notice before the revision's effective date. Otherwise, such revisions become effective only upon renewal of the then-current Service Term or Customer's express acceptance, whichever occurs first.

17.3 **Records.** The version of each component in effect at any time is the most recent version that has become effective as to Customer under Sections 17.1 and 17.2 as of that time. A version may become effective at a Service Term's start or, upon Customer's express acceptance, during a Service Term. The version in effect is evidenced by the Policy Center's version history and Dealr's notice and acceptance records. A version posted at the Policy Center does not apply to Customer until it has become effective under this Section 17.

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18. General

18.1 **Notices.**

(a) **Addresses.** Notices to Dealr go to Dealr, Inc., 1050 Eagle Dr., Loveland, CO 80537, with a copy to legal@dealr.cloud. Notices to Customer go to the contacts on the Order Form or the account's administrative email. In-app notices to Authorized Contacts are effective for operational matters.

(b) **When effective.** (i) Notices are effective on receipt, except as (ii) and (iii) provide. (ii) Routine operational notices (email or in-app) are effective when sent. (iii) Notices of termination, suspension, price changes under Section 5.3, or changes under Section 17 are effective on the earlier of actual receipt or two (2) business days after sending to the then-current notice address. Clause (iii) does not apply where the sender received a delivery-failure notification.

18.2 **Assignment.** Customer may not assign the Agreement without Dealr's consent. Consent is not required for an assignment, with notice, to a successor in a merger or sale of substantially all assets that is not a Dealr competitor. Dealr may assign to an Affiliate or successor. Any other assignment is void.

18.3 **Relationship; no third-party beneficiaries.** The parties are independent contractors. There are no third-party beneficiaries except Dealr indemnitees under Section 12.2.

18.4 **Entire agreement.** The Agreement is the parties' entire agreement about its subject and supersedes all prior and contemporaneous agreements, including any prior Dealr service agreement and the Registration and Title Services Agreement. Any terms of use, purchase-order terms, or vendor-onboarding forms submitted by Customer are rejected and do not modify the Agreement. For clarity, Dealr's Website Terms of Use continue to govern use of Dealr's public websites and are not superseded by the Agreement.

18.5 **Waiver; amendment; severability.** Waivers must be in writing. Except as Section 17 (changes to the Agreement) provides, the Agreement may be amended only by a writing agreed to by both parties, including an electronic record executed or accepted under Section 3.2; no oral statement modifies the Agreement. If a provision is unenforceable, it will be enforced to the maximum extent permissible and the remainder stays in effect. If the class waiver in Section 14.3 (class waiver) is held unenforceable as to a claim, that claim (and only that claim) proceeds in court under Section 14.1.

18.6 **Electronic execution.** The Agreement may be executed and accepted electronically. The parties consent to electronic records and signatures per the E-Sign Consent. Attribution of electronic acceptances and other actions taken within the Services is governed by Section 3.2(c).

18.7 **Interpretation.** "Including" means "including without limitation." Headings and the descriptive parentheticals that follow section references are for convenience and do not affect interpretation.