Schedule A — dealr.cloud & dealr.tax

Effective October 15, 2026 · v1.1.0

This Schedule A supplements the MSA General Terms for the dealr.cloud Services and the dealr.tax Services, each as purchased on an Order Form. The dealr.cloud Services are business management modules including inventory, deals, service, accounting, loans, titles, leads/CRM, and related features. Capitalized terms used but not defined in this Schedule have the meanings given in Section 2 (definitions) of the MSA General Terms, including the terms Section 2 identifies as defined in other components of the Agreement.

A-1. The Services; plans and modules

(a) The dealr.cloud functionality available to Customer is determined by the plan and modules on the Order Form. Feature descriptions live in the Documentation; MSA §3.1 (provision of the Services) governs changes.

(b) Where an Order Form covers multiple rooftops or affiliated entities, Customer accepts the Agreement on behalf of each entity listed in the Order Form's "Covered entities" table (Order Form §1 (Customer)) as its authorized agent. Customer represents that it has authority to do so. Each such entity is bound by the Agreement as if it were Customer, including MSA §§12 (indemnification), 13 (limitations of liability), and 14 (dispute resolution). Each such entity receives the Services solely through Customer's account and has no rights or remedies beyond those of Customer. Customer is jointly and severally liable for each such entity's acts, omissions, and fees. Each such entity's personnel are End Users. Any claim by or on behalf of a covered entity relating to the Services is subject to the Agreement's limitations, remedies, and dispute-resolution terms. Fees are set per the Order Form's per-rooftop or per-entity pricing.

(c) **dealr.tax** is a distinct product line. Where provided as a free inclusion with dealr.cloud, it remains subject to the Agreement. Dealr may modify or withdraw the free inclusion prospectively. Any withdrawal or modification of the free dealr.tax inclusion takes effect at the next renewal under MSA §17.2 (material terms). Tax functionality may also be provided within dealr.cloud itself without dealr.tax branding. §A-7 (Tax Features) applies to tax functionality however delivered. This subsection's free-inclusion mechanics apply only to the dealr.tax product line as listed on the Order Form.

A-2. Third-party data and integrations

(a) Certain features incorporate licensed third-party data and services (e.g., vehicle valuation and market data, credit-application routing, listing syndication). Third-party data is provided **as-is**, may be delayed or inaccurate, and is licensed for Customer's internal business use within the Services only. Customer may not extract, resell, or redistribute it except as the applicable provider permits.

(b) Providers may impose additional pass-through terms identified in the Documentation. Customer's use of the affected feature is acceptance of them. Dealr may substitute or discontinue a third-party data source if its license changes or ends.

(c) Integrations Customer directs transmit Customer Content to recipients acting for Customer. Examples are submitting a credit application to a lender and pushing inventory to a marketplace. The DPA §1 (definitions) definition of "Subprocessor" excludes such recipients. Customer is responsible for its relationship and terms with each such recipient. AI applications connected through an AI Client Connection are governed by MSA §10.2(d) and AI Addendum §8.

(d) **Credit data.** Where Customer uses features that transmit credit applications or obtain consumer reports or credit-related data (including credit-report pulls through integrated credit-data providers), Customer:

(i) certifies that it will request and use such data only with a permissible purpose under the Fair Credit Reporting Act (15 U.S.C. §1681b) and applicable state credit-reporting laws, and only in connection with the consumer transaction at hand;

(ii) is solely responsible for all FCRA and ECOA obligations arising from its use of such data, including adverse-action notices and risk-based-pricing notices;

(iii) will comply with its agreements with each consumer reporting agency, lender, or credit-data provider; and

(iv) acknowledges that Dealr is not a consumer reporting agency or a reseller of consumer reports, does not furnish consumer reports, and acts solely as a technical conduit at Customer's direction.

Claims arising from Customer's use of credit-data features are within Customer's indemnity under MSA §12.2 (indemnity by Customer).

A-3. Forms library and custom forms

(a) Dealr's forms library, templates, and generated-document formats are Dealr Materials, with ownership reserved to Dealr under MSA §3.5(b) (Dealr IP). These Dealr Materials include custom-programmed form templates, whether or not Customer paid charges for their programming. Completed instances populated with Customer Content are Customer Content.

(b) Custom form programming is a professional service billed per the Order Form or then-current price list (MSA §5.5 (professional services)).

(i) The charge is for Dealr's programming labor, not for access to Customer's data. It conveys neither ownership of nor exclusive rights in the resulting form template.

(ii) Dealr may at any time incorporate a custom-programmed form (including its structure, layout, logic, and field mappings) into its general forms library and make it available to other customers, with no charge, credit, or royalty owed to Customer. Before doing so, Dealr will remove Customer's Confidential Information, Customer Content, and Customer's names, marks, and branding from the generalized version.

(iii) Where the custom form was programmed from or based on a form Customer supplied, Dealr's programming, hosting, and any later incorporation of it into the forms library are in reliance on Customer's certification under §A-3(d) (Customer-supplied forms).

(iv) Custom-form charges are itemized and reflect Dealr's actual programming and configuration labor. Where a dealer-data statute applicable to Customer's business so requires, Dealr will, on Customer's written request, provide reasonable documentation of the cost basis of the charge.

(v) For clarity, completed form instances are Customer Content (§A-3(a)). Customer's access to and export of them is free of charge under MSA §10 (data access and portability). State-required forms are provided at no charge.

(vi) Dealr does not warrant that any form satisfies Customer's legal requirements. Customer (and its counsel) is responsible for the legal sufficiency of documents it uses in transactions.

(c) **Form review and verification.** Without limiting MSA §9.1 (limited warranty):

(i) Customer is responsible for reviewing each form template it uses and confirming before production use that the form is programmed and configured to Customer's requirements, including field mappings, calculations, and jurisdiction-specific content. This includes custom-programmed forms, which Dealr programs to the specifications Customer supplies and Customer approves.

(ii) Customer is responsible for verifying that each completed instance generated in a deal is accurate, complete, and correctly filled out before it is executed, submitted, or provided to any consumer, lender, or government authority (see MSA §4.5(b) (Customer verifies outputs and forms)).

(iii) Customer will promptly notify Dealr of any suspected defect in a form or in Dealr's programming. Dealr's responsibility for defects in its programming labor is governed by MSA §9.1.

(d) **Customer-supplied forms; authorization certification; indemnity.**

(i) Where Customer or anyone acting on its behalf (including any End User or other Customer personnel) supplies, uploads, or submits a form, template, or document layout to Dealr or the Services — including as a specification or source for custom form programming under §A-3(b) (custom form programming) — Customer represents and certifies that it owns, or holds all licenses, permissions, and authority necessary for, the form and its use, reproduction, programming, hosting, and generation within the Services.

(ii) Supplying a form is a certification of that authority. Each continued use of the form or the resulting template is a renewed certification.

(iii) Customer will defend and indemnify Dealr, its Affiliates, and their officers, directors, and employees against any claim that a Customer-supplied form — or its programming, reproduction, hosting, generation, or use within the Services — infringes or misappropriates any intellectual-property or other right, is unlicensed, or is otherwise unauthorized, and will pay all resulting amounts (including damages, license and royalty fees, penalties, settlements, and reasonable attorneys' fees and defense costs), whether the claim is asserted against Customer or against Dealr; such claims are within Customer's indemnity under MSA §12.2 (indemnity by Customer), and MSA §12.3 (indemnification procedure) governs procedure.

(iv) Dealr may remove or disable any form upon notice of a bona fide claim or where Dealr reasonably believes the required authority is absent.

(e) **No license from the forms library.** Dealr's making a form available in the forms library is a programming and workflow convenience only. This is so whether the form is a system form, a state form, or a form generalized from custom programming under §A-3(b). It is not a license, sublicense, or grant of authority to Customer to use the form, and not a representation that Customer may use the form in its jurisdiction or transactions. Customer is solely responsible for confirming, before using any form made available in the Services, that it holds whatever rights, licenses, memberships, or approvals the form's

owner, publisher, or sponsoring authority requires. Claims arising from Customer's use of a form without such authority are within Customer's indemnity under MSA §12.2. MSA §12.1 (indemnity by Dealr) does not apply to claims arising from forms supplied by Customer, forms owned or published by third parties, or Customer's use of any form without the required authority.

A-4. Website and syndication services

Where the Order Form includes website hosting/generation or inventory syndication:

(a) Customer is the owner and operator of its websites and is responsible for site compliance per AUP §6 (customer websites: cookies/consent, privacy policy, accessibility);

(b) Customer grants Dealr the license needed to build, host, and syndicate the site content it directs;

(c) Customer is responsible for its domain registrations and for content accuracy (including vehicle pricing and availability);

(d) Dealr may remove content that violates the AUP or creates legal risk (AUP §18 (monitoring; enforcement)); and

(e) claims arising from Customer's websites or syndicated listings are within Customer's indemnity under MSA §12.2 (indemnity by Customer). These include accessibility (ADA and state analogues), privacy, wiretap/tracking-technology, cookie-consent, and advertising claims, under law existing now or adopted later.

Dealr deploys analytics, session-recording, chat, or other tracking technologies on Customer websites solely as Customer's service provider, at Customer's direction and configuration. Dealr uses data collected by those technologies only to provide, maintain, secure, and improve the website services, including in aggregated or de-identified form consistent with MSA §8.5 (Aggregate Data). Dealr does not sell such data and does not use it for third-party advertising or marketing unrelated to the Services. Customer will implement and maintain the legally required notices and consent mechanisms for visitor tracking, using any consent-management tooling Dealr makes available or an equivalent, as a condition of the website services. Customer will not direct collection of visitor data without them.

A-5. Communications features

Calling, texting, email, recording, and AI-assisted communications features are governed by the AUP (Part II, communications compliance) and the AI Addendum. Telephony and messaging are subject to carrier rules and number-registration regimes. Carrier blocking or filtering is not a Service failure.

A-6. Payments features

Where dealr.cloud features facilitate payment collection, the Payments Exhibit (an Incorporated Policy under MSA §1.1(d)) and any feature terms identified on the Order Form apply, including any processor flow-down terms. (DTS transaction payments are governed by Schedule B.)

A-7. Tax features and dealr.tax

(a) This Section applies to dealr.tax and to any tax-calculation, tax-preparation, or tax-workflow functionality Dealr provides within dealr.cloud or any other Service, whether or not branded or delivered as dealr.tax (collectively, "**Tax Features**").

(i) The Tax Features provide calculation, preparation, and workflow tooling for Customer's tax obligations as described in the Documentation, furnishing computational and mechanical assistance based on data and configurations Customer supplies.

(ii) **Outputs are not tax advice.** Dealr does not provide tax, legal, or accounting advice, does not exercise discretion or independent judgment over Customer's tax positions, and is not Customer's tax return preparer, accountant, or fiduciary.

(iii) Customer is responsible for the accuracy of data it enters, for review by its own tax professionals, and for its filings and payments, including deadlines.

(iv) Customer is solely responsible for, and Dealr has no liability for, Customer's taxes and any penalties, interest, or assessments arising from Customer's filings, payments, elections, or deadlines, except to the extent caused by Dealr's breach of the Agreement and subject to MSA §13 (limitation of liability).

(b) Where a Tax Feature transmits filings or payments at Customer's direction, Customer authorizes those transmissions and remains the filer/taxpayer of record. Payment transmissions are subject to the Payments Exhibit and any applicable processor flow-down terms.

A-8. Beta and preview features

Dealr may offer features identified as beta, preview, pilot, or early access. They are optional, provided strictly as-is with no warranty or indemnity, may be changed or withdrawn at any time, and are excluded from any availability goals. Beta features that Process Personal Data remain subject to the DPA and Security Exhibit in full. Any reduced commitments disclosed at enrollment are limited to support, availability, and feature stability. Where a beta feature is identified at enrollment as not intended for production data, Customer will not submit consumer Personal Data to it. Any such submission is at Customer's risk and in breach of this Section. Feedback on beta features is governed by MSA §8.4 (Feedback).

A-9. Fair use; per-rooftop pricing

(a) Plans include the usage stated on the Order Form or Documentation (users, rooftops, storage, communications volumes). Dealr may apply reasonable technical limits to protect the platform. Dealr will notify Customer if sustained usage materially exceeds plan parameters. In that case Dealr may, on thirty (30) days' notice:

(i) invoice the excess at the Order Form's overage rates or, absent stated rates, at Dealr's then-current standard rates;

(ii) require a corresponding plan change effective at the next renewal; and/or

(iii) apply reasonable technical limits to usage above plan parameters.

Sustained material excess use continuing after notice is a violation of MSA §4.1 (lawful use; AUP) for purposes of suspension under MSA §3.4(b) (suspension for AUP or Section 4 violation).

(b) **Per-rooftop pricing; unreported rooftops.**

(i) Certain Services, third-party features, and value-added services are priced per rooftop. Some are priced by Dealr as stated on the Order Form. Others are priced by third-party providers or integrators under their own definitions of "rooftop" passed through under §A-2(b) (pass-through terms), which may differ from the Order Form's.

(ii) Customer's plan and fees are set on the basis of the rooftops, locations, and covered entities listed on the Order Form.

(iii) It is Customer's responsibility to:

(A) notify Dealr before using the Services for or from any rooftop, location, or entity not listed on the Order Form, and

(B) ensure its account is configured for each rooftop it operates, so that per-rooftop Services, integrations, and value-added services are correctly provisioned and billed.

(iv) If Dealr determines that Customer has used the Services across multiple rooftops not reflected on the Order Form, Customer is responsible for the applicable per-rooftop and value-added-service fees for that use. Those fees are owed both retroactively, for the period of unreported use, and on an ongoing basis. For this purpose, "rooftop" is as defined in MSA §2 (Rooftop) or, for a third-party or value-added service, by the applicable provider or integrator. Retroactive fees under this item reach back no more than twenty-four (24) months before the date Dealr notifies Customer of the unreported use.

(v) Retroactive fees for the period of unreported use are invoiced at the rates in effect during that period. Those rates are the Order Form's per-rooftop rates where stated for that period or, absent stated rates, Dealr's (or the applicable provider's) standard rates then in effect. Fees for use on and after that notice are invoiced at the Order Form's per-rooftop rates or, absent stated rates, at Dealr's (or the applicable provider's) then-current standard rates. In each case, any third-party pass-through charges the applicable provider assesses for the additional rooftops are invoiced in addition.

(vi) Unreported multi-rooftop use is excess use for purposes of §A-9(a) and a violation of MSA §4.1 for purposes of suspension under MSA §3.4(b).

A-10. Consumer-facing notices on Dealr-hosted pages

Customer authorizes Dealr to present the Consumer Privacy Notice and the E-Sign Consent on Customer's behalf on the Dealr-hosted consumer transaction pages used for Customer's transactions (payment portals, e-signature ceremonies, credit applications, and related deal paperwork pages). Customer will provide, and keep current, the link to Customer's own consumer privacy policy for presentation on those pages, and is responsible for that policy's accuracy and legal sufficiency.

A-11. E-signing and transaction face checks

(a) *The feature.* Where Customer turns it on, signers complete a face check before signing electronically: a liveness check and a comparison of the signer's face with the photo on the signer's ID. Dealr operates the face check and is the controller of the biometric data it collects (DPA §2.3(d)), which Dealr handles under the Biometric Data Policy. Dealr gives Customer the result of each check and access to the copy of the signer's ID and the identity verification certificate kept with the signature record, and places a copy of the ID on the signer's customer record when none is there. Where Customer turns it on for other steps of a transaction, such as a test drive agreement, a credit application, or a digital deal (a "**transaction check**"), the same face check runs on the same terms; Dealr keeps no face-check scores from it, keeps the result in its own records, and gives Customer the result and, where Customer chooses, a copy of the person's ID for Customer's records. That copy is Customer Content, which Dealr Processes as Customer's processor. Customer never receives the live face images, face measurements, or face-check scores, and neither party uses any copy of the ID for any biometric purpose.

(b) *Customer's obligations.* Customer will:

(i) not bypass, alter, or complete the face-check consent screen for a signer or customer, and not capture images of them for the face check outside the Services;

(ii) offer a way to sign or complete the transaction step that does not use the face check (for example, in person on paper, or by looking at the person's ID in person) to anyone who declines the face check or whose check does not confirm a match, and not refuse a transaction because a person declines the face check;

(iii) post any notice or signage that applicable law requires where the face check is used in person at Customer's locations;

(iv) use face-check results only to evaluate the signing or transaction step they relate to, and refer questions and requests about biometric data to Dealr; and

(v) not use a face-check result, or a person's decision to decline the face check, as a factor in any decision whether to extend credit or a lease, on what terms, or whether to sell to, rent to, or otherwise deal with that person. A check that does not confirm a match means only that Customer must confirm the person's identity another way under (ii).

(c) *Locations.* Dealr does not offer the in-person face check at locations where Dealr determines local law does not allow it, including Portland, Oregon. Customer will tell Dealr the address of each rooftop where it uses the face check in person.