

CLIENT SERVICE AGREEMENT

This client service agreement (“Agreement”), together with any related, executed Insertion Order, is made by and between you (“Client” or “Dealer”) and the Cruise Dealer Accelerator (“CDA”) of 504 Oxford Street, Winnipeg, Manitoba, Canada, R3M 3J8 for the marketing and customer engagement services described herein and in your IO.

WHEREAS,

- A. CDA is in the business of providing certain marketing and customer engagement services on behalf of its clients, including without limitation email, SMS and ringless voicemail delivery;
- B. Client is a product seller in the automotive sales or similar industry;
- C. Client desires to engage CDA to perform certain marketing and customer engagement services and CDA desires to accept such engagement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. SCOPE OF WORK

a. Services. During the Term (as hereinafter defined), CDA shall, acting as an independent contractor only, perform the marketing and customer engagement services (“Services”) set forth in this Agreement and set forth in any attached or later executed Insertion Order (“IO”). From time to time hereafter, CDA and Client may mutually agree upon additional services to be performed by CDA or modifications to the requirements set forth in this Agreement and on the IO. Any such additional services or modified requirements shall be approved in writing in an IO and thereafter all references in this Agreement to Services shall be deemed to include such additional services or modified requirements.

b. CDA’s Responsibilities:

- i. CDA shall provide to Client the Services as defined in the IO and as set forth below.
- ii. CDA shall assign staff consisting of trained employees and contractors, in CDA’s discretion, to provide support for Client programs as set forth in the IOs related hereto, and any other programs which Client establishes which will be supported by CDA.
- iii. CDA shall notify Client prior to implementing any new programs, or making changes to existing programs, systems, methods, and procedures supported or used by CDA, which will have an impact on CDA’s obligations to Client under this Agreement.
- iv. CDA shall cooperate with Client’s reasonable requests in connection with any periodic performance, operational and quality control reviews performed by Client. Such cooperation shall include providing Client with information and explaining CDA’s procedures and operations, as reasonably requested by Client.
- v. CDA shall monitor the performance of its employees using reasonable monitoring systems and procedures, as it deems necessary.
- vi. CDA is required to ensure that its services, including scripts, instructions and materials, are provided in a commercially reasonable manner.
- vii. CDA’s Preservation of Complaint Records. CDA shall use its best efforts to maintain a log of all written and oral complaints submitted or made to CDA relating to the Client’s program and marketing practices thereof.

c. Client’s Responsibilities

- i. Client shall use the Services in full compliance with all applicable laws and regulations and shall fully investigate the same ahead of time and shall not request or allow CDA to perform any action in violation of such laws and regulations.
- ii. Client shall notify CDA in writing of any opt-out (internal DNC request) within 24 hours receipt of the same.
- iii. Client will not solicit any individual who has previously opted out of any Client marketing campaign, unless that person has subsequently opted back in.

iv. Client will only provide leads and consumer contact information to CDA related to individuals who have provided sufficient express written consent allowing CDA to deliver Client’s com-

munications to them legally. Client shall not provide any such leads or contact information for individuals with whom Client does not have a sufficient established business relationship, prior express written consent or other exemption allowing the intended communications to occur. Client is the “sender” and/or “telemarketer,” not CDA; CDA is merely a passive technology tool.

Centers. CDA shall in its discretion determine the physical centers at which it performs its services and may change the same from time to time.

2. TERM

a. Term. Subject to extension or termination as provided herein, the term of this Agreement shall be thirty (30) days starting from the date this Agreement is executed and shall automatically renew for successive thirty-day terms thereafter (the “Term”), until cancelled. Term may be cancelled at any time for any reason or no reason by either party upon (twenty-four (24) hours written notice to the other via electronic mail.

b. Modification of Term. The length of the Term may be extended or reduced at any time by mutual written agreement.

3. PAYMENT TERMS

a. Rates, Fees and Charges. In consideration of the Services rendered pursuant to this Agreement, Invoicing and payments for Services shall be as set forth on IO hereto in United States currency.

4. NOTICE OF DELAY

a. In the event of an actual or potential delay in CDA’s performance under this Agreement, CDA shall notify the Client by either email or telephone, whichever is quicker, describing the cause, effect and expected duration of such delay or failure and thereafter shall immediately give notice to the Client of all changes to such conditions.

5. DISPUTED INVOICED AMOUNTS

a. Procedure. If Client in good faith questions any item(s) in any invoice, the following procedures will apply: Client will notify CDA of the dispute in writing, stating with specificity the reasons for the dispute and the parties will work in good faith to resolve the dispute. Agreed upon adjustments will be made on the next invoice immediately following resolution. If the dispute cannot be resolved then, upon notice by CDA to Client, either party can move directly to binding arbitration, as provided herein separately.

b. Documentation. CDA shall provide Client with such documentation and other written information with respect to each invoice as may be reasonably requested by Client to verify that CDA’s charges to Client are accurate, correct and valid and are in accordance with the provisions of this Agreement.

6. TAXES

Client Responsibility. Client shall be responsible for the reporting and payment of any taxes applicable to the sale of Client’s products and services or otherwise.

7. WARRANTY AND LIABILITY

a. General. CDA warrants to Client that CDA shall perform all Services in a professional and commercially reasonable manner. CDA cannot, however, warrant that Client’s communications as transmitted through the CDA systems are compliant with the law—this is solely Client’s responsibility. CDA makes no warranty regarding the compliance of new technology which may not have yet been addressed by applicable law, such as a ringless voicemail insertion, for example.

b. Intellectual Property. CDA further warrants that neither CDA’s proprietary software or hardware, nor that which it creates as Work Product hereunder which it shall employ to render Services herein shall infringe any United States copyright, patent, trademark or any other third party intellectual property rights, unless such infringement is caused solely by the combination, modification, enhancement or alteration by Client or at Client’s specific written instruction. In the event of an infringement claim, CDA may, at its option and at its expense, either (1) defend such claim with competent counsel of its choosing; (2) procure the right to continue using such software to provide the Services; or (3) substitute for such hardware or software, other software which performs the same functions without any material loss of speed or functionality. Notwithstanding anything to the contrary herein, the knowledge management system/decision tree and related scripts (collectively, the “Client Material”) developed under this Agreement shall be deemed to be “work for hire” under US copyright law and Client shall own and be entitled to use Client Material at any time with or without the consent of

CDA. Notwithstanding the above, in no event shall CDA be required to reveal its confidential lead sources, except as may be required to comply with a valid court order.

c. Disclaimer. Except for the foregoing warranties, and such additional warranties as shall be expressly set forth herein, each party SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding its respective products and services.

d. Survival. This Section shall survive termination or expiration of this Agreement.

8. PERFORMANCE REVIEW

a. A designated representative of CDA and a designated representative of Client will meet as often as shall reasonably be requested by either party hereto to review the performance of the parties under this Agreement, scripting, Best Practices and the like. Each party shall bear its own costs and expenses incurred in connection with such review.

9. INDEMNITY

a. Client agrees to indemnify, defend and hold harmless CDA and its employees, officers, directors, contracts, investors and agents from and against loss, liability, damage, penalty or expense (including attorney's fees and cost of defense) they may suffer or incur as a result of: (i) any failure by Client or any of its agents to comply with, or fulfill Client's Obligations as contained herein (ii) actual or alleged acts of fraud, negligence or other misconduct by Client; (iii) any promise, warranty or representation herein made by Client to CDA being unfulfilled, false or misleading; or (iv) any claim by a third party regarding any actual or alleged violation by Client (or by CDA while in the service of Client) of the FCC's Telephone Consumer Protection Act, the FTC's Telemarketing Sales Rule, Canada's C.A.S.L., or any other law or regulation.

10. LIMITATION OF LIABILITY

a. Limitation of Liability. Neither Party shall be liable to the other for:

i. Failure or delay in rendering performance arising out of the following causes: Acts of God or the public enemy, labor strikes, unpreventable interruption of electrical power, wars, fires, floods, typhoons, earthquakes, epidemics, quarantine, political unrest, restrictions, or unusually severe weather and similar events.

ii. Except as otherwise expressly set forth in this Agreement, special, indirect, incidental or consequential damages, including, without limitation, damages for lost opportunities, even if such damages were foreseeable or result from a breach of this Agreement.

b. Failure to Fulfill. Neither party shall have any liability to an Indemnified Party to the extent that such liability arises as a result of failure of the Indemnified Party to fulfill its obligations hereunder.

11. INSURANCE

a. Each part shall, at its own cost and expense, obtain and maintain in full force and effect, with sound and reputable insurers, during the term of this Agreement, reasonable and sufficient insurance including, but not limited to, coverage for Workers' Compensation, Employer's Liability, Comprehensive General Liability, Automobile Liability, and Fire Legal Liability. Client shall also obtain TCPA insurance if available at that time, and shall have CDA added as an additional insured on such policy.

12. CONFIDENTIALITY

a. Client's Proprietary Information. Client may, in its sole discretion, disclose to CDA or CDA may become aware of certain of its confidential and proprietary information used in connection with Client's business. All such material is hereinafter called "Client Proprietary Information." Client shall retain all rights in and to the Client Proprietary Information. CDA agrees to maintain the Client Proprietary Information in confidence with the same degree of care CDA uses to protect its own information of like nature, but no less than a reasonable degree of care, and to refrain from the use of such information or the disclosure of such information to third parties without Client's prior written consent. CDA will instruct its personnel assigned to work on Client's premises that they are not to remove any of Client's documents or other Client materials and they are not to disclose, discuss, or publish, without prior written consent from Client, any Proprietary Information to any unauthorized person outside the premises. This obligation to protect Client Proprietary Information shall continue for a period of three (3) years after the termination or expiration of this Agreement.

b. CDA's Proprietary Information. In connection with the performance of the Services, CDA may, in its sole discretion, disclose to Client or Client may become aware of certain confidential and proprietary information used in connection with CDA's business ("CDA Proprietary Information"). CDA shall retain all rights in and to the CDA Proprietary Information and Client agrees to maintain all such information in confidence with the same degree of care Client uses to protect its own information of like nature, but no less than a reasonable degree of care, and to refrain from the use of such information or the disclosure of such information to third parties without CDA's prior written consent. This obligation to protect CDA Proprietary Information shall continue for a period of three (3) years after the termination or expiration of this Agreement.

c. Definitions. CDA Proprietary Information and Client Proprietary Information are sometimes referred to as "Proprietary Information." "Proprietary Information" shall also mean all other information provided to one party to this Agreement by the other party orally or in writing which is identified as confidential prior to disclosure or delivery to the recipient, and all information and matters which constitute trade secrets of the disclosing party, all of which are hereby agreed to be the property of and confidential to the owner and discloser of Proprietary Information.

d. Breach. The parties acknowledge that compliance with the covenants set forth in this Section are necessary to protect the business, good will and Proprietary Information of the other party and that a breach of these restrictions will irreparably, irrevocably and continually damage the other party in a manner for which money damages may not be adequate. Consequently, each party agrees that in the event that it breaches or threatens to breach any of these covenants, the other party shall be entitled to both (i) a temporary, preliminary and permanent injunction in order to prevent the continuation of such harm, and (ii) money damages insofar as they can be determined. Nothing in this Agreement, however, shall be construed to prohibit either party from also pursuing any other remedy available at law, inequity or otherwise, the parties having agreed that all remedies shall be cumulative.

e. Not Applicable. The provisions of this Section shall not apply to any information which (i) belongs to the recipient party, (ii) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (iii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iv) is rightfully received from a third party, (v) is independently developed by the recipient party without use of the disclosing party's Proprietary Information, or (vi) is required to be disclosed pursuant to a requirement of a governmental agency or of the United States or a state thereof or any governmental or applicable subdivision thereof or any court of law, so long as the party required to disclose the information provides the other party with timely prior notice of such requirement and cooperates with such other party at its expense in any attempt by such other party to obtain a protective order regarding such information.

f. Unauthorized Use. Each party shall (a) notify the other party promptly upon obtaining actual knowledge of any material unauthorized possession, use or knowledge, or attempt thereof, of the other party's Proprietary Information by any person or entity, (b) promptly furnish to the other party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the other party in investigating or preventing the reoccurrence of any unauthorized possession, use or knowledge thereof of Proprietary Information, (c) use reasonable efforts to cooperate with the other party in any litigation or investigation against third parties deemed necessary by the other party to protect its Proprietary Information and (d) promptly use all reasonable efforts to prevent a reoccurrence of any unauthorized possession, use or knowledge of Proprietary Information. Each party shall bear the cost it incurs as a result of such compliance.

g. Use. With respect to the Proprietary Information, each party shall (i) not provide or make available the Proprietary Information of the other party in any form to any people other than those of its employees who have a need to know consistent with the scope of services to be performed under this Agreement; (ii) not use the Proprietary Information of the other party, except for use reasonably necessary in the performance of the services hereunder; (iii) not exploit or use the Proprietary Information of the other party, except as permitted by this Agreement; and (iv) return all Proprietary Information of the other party which is in written or graphic form and any copies thereof in its possession or control upon the request of the other party.

h. Nondisclosure Agreement. At the request of either party, the other shall have each of its employees assigned to perform the Services execute a nondisclosure agreement in a form mutually acceptable to Client and CDA.

i. Non-solicitation. Until the expiration or termination of this Agreement, or with the written consent of the other party, neither Client nor CDA will solicit or cause any third party to solicit any employee of the other or make such other contact with any such employee, the product of which contact which will or may yield the termination of the employment relationship of such employee from such party.

j. Survival. The provisions of this section regarding confidentiality shall survive the expiration or termination of this Agreement for a period of three (3) years.

13. CLIENT REPRESENTATIONS AND WARRANTIES

a. Client represents and warrants to CDA as follows:

i. The execution, delivery and performance of this Agreement by Client have been duly and validly authorized by all necessary action, corporate or otherwise on its part, and that this Agreement constitutes the valid, legal and binding obligation of Client.

ii. Neither the execution, delivery nor performance of this Agreement with or without the giving of notice, the passage time or both will result in the violation or breach of any contract, agreement, instrument, undertaking, order, judgment, decree, rule, regulation, law or any other restriction to which Client is a party or pursuant to which Client is subject or otherwise.

iii. All of Client's offers, campaigns, products and services comply with all applicable laws and regulations, and that CDA is allowed by law to engage in the forms of contacting activity requested by Client from CDA.

iv. All of the leads and contact information provided to CDA by Client are backed by well-documented prior express written consent allowing for the intended communications to be made.

14. CDA REPRESENTATIONS AND WARRANTIES

a. CDA represents and warrants to Client as follows:

i. The execution, delivery and performance of this Agreement by CDA and the performance by CDA of the transactions contemplated hereby have been duly and validly authorized by all necessary action, corporate or otherwise on its part, and that this Agreement constitutes the valid, legal and binding obligation of CDA, enforceable against it in accordance with its terms.

ii. Neither the execution, delivery nor performance of this Agreement, with or without the giving of notice, the passage time or both, will result in the violation or breach of any contract, agreement, instrument, undertaking, order, judgment, decree, rule, regulation, law or any other restriction to which CDA is a party or pursuant to which CDA or its assets are subject or otherwise.

iii. No consent, approval or other action by or a notice to or filing with any person is required or necessary in connection with the execution, delivery and performance of this Agreement by CDA.

15. INDEPENDENT CONTRACTOR

a. Independent Contractor. CDA shall act at all times as an independent contractor, and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between CDA and Client. CDA employees/contractors assigned to perform the Services for Client are solely the employees/contractors of CDA. CDA shall have sole authority and responsibility to counsel, train, instruct, discipline, review, evaluate, set the pay rates of, and terminate its employees/contractors who perform the Services. CDA will maintain all necessary payroll and personnel records, and compute wages and withhold applicable federal, state and local taxes and social security payments for CDA personnel performing the Services, to the extent required by applicable law.

b. No Joint Venture. The relationship of CDA and Client hereunder shall in no way be construed to create a joint venture or partnership, it being agreed and understood the relationship between CDA and Client is an independent contractor relationship.

16. DISPUTE RESOLUTION

a. Designated Representatives. In the event any material dispute exists between the parties, including without limitation any dispute relating to the interpretation of this Agreement, or performance or non-performance hereunder, the parties shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto within thirty (30) days. The parties hereby waive the expiration of any applicable statute of limitations during such thirty (30) day period. Except where clearly prevented by the nature of the dispute, both parties agree to continue performing their respective obligations under this Agreement during such thirty (30) days or for as long as the parties may mutually agree,

unless and until this Agreement expires or is terminated in accordance herewith. In addition, this provision shall not apply in the event of willful breach by either party.

b. Arbitration. In the event a dispute cannot be resolved through the procedure outlined in the proceeding section, the parties agree that:

i. Any and all remaining disputes or controversies, whether of law or fact and of any nature whatsoever arising from or in connection with this Agreement, including the scope and validity of this Section, shall be decided by binding arbitration in accordance with the rules and regulations of commercial arbitration of the Canadian Arbitration Association (the "Association").

ii. If the parties are unable to agree upon a single arbitrator, the arbitrator shall be a single, independent arbitrator selected by the Association. Each party reserves the right to disqualify any individual arbitrator who shall be employed by or affiliated with a competing organization.

iii. Arbitration shall take place in the Province of Manitoba. At the request of any party, arbitration proceedings will be strictly confidential; in such case all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy under seal, available for the inspection only of the parties and their respective attorneys and their respective experts who shall agree in advance and in writing to receive all such information confidentially and to maintain such information in secrecy until such information shall be- come generally known. The decision of the arbitrator will be final and binding upon the parties hereto and all persons claiming under and through them.

17. GENERAL PROVISIONS

a. Waiver. The terms, covenants, representations and warranties of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of either party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by either party of any breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or the breach of any other term, covenant, representation or warranty of this Agreement.

b. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The duties and obligations under this Agreement may not be assigned or delegated by either party without the written consent thereto of the other party. Any assignment in contradiction of this clause shall be void.

c. Enforceability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Further, in the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable by virtue of its scope or period of time, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it valid, legal and enforceable.

d. Counterparts. The Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement.

e. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the conflict of laws) of the Province of Manitoba.

f. Survival. Any terms hereunder that, by their very nature, would survive the termination or expiration of this Agreement shall so survive.

g. Notices. All notices or requests required to be given under this Agreement and all other communications related to this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or sent by electronic mail or certified mail to the last known address of the party being notified.

h. Headings. The headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

i. Entire Agreement. This Agreement, along with any accompanying executed Insertion Orders, addendums, disclaimers or acknowledgments, sets forth the entire understanding of the parties hereto and supersedes all prior oral and written agreements between the parties relative to the subject matter hereof and merges all prior and contemporaneous discussions between them. Neither party shall be bound by any condition, representation, warranty, covenant or provision other than as expressly stated in or contemplated by this Agreement unless hereafter set forth in a written instrument executed by such party. The parties to this Agreement may, by written consent executed by them, amend, modify or supplement this Agreement.

(ACCEPTED AND AGREED TO UPON EXECUTION OF INSERTION ORDER, WHICH INCORPORATES THESE TERMS BY REFERENCE)