



## Pixel Placement & RoiQ Access Agreement

This RoiQ Agreement (the "Agreement") is being provided by the above-named RoiQ Inc. ("RoiQ ") hereinafter "RoiQ" in connection with the Job described above. From time to time on written instructions from RoiQ Inc.'s client, RoiQ Inc. may prepare and provide Dealer hereinafter "Dealer" with RoiQ Inc. data (hereinafter "Data"). Dealer acknowledges and agrees that any Data and/or product information provided to RoiQ is a trade secret and proprietary information of RoiQ Inc.. This Agreement applies to any Data provided directly or indirectly provided by Dealer to RoiQ and appended on behalf of Dealer. For good and valuable consideration and intending to be legally bound, Dealer agrees as follows:

1. Dealer acknowledges that the data collected appended and refined is and shall remain the property of RoiQ Inc. and shall do nothing inconsistent with the copyright or other proprietary rights of RoiQ Inc. in and to the Data. Dealer will not duplicate or compile any data or provide the same in any form to any third party. Dealer shall only conduct an analysis of the Data and or otherwise use it, to understand the nature of insights gleaned specific to their business, not to establish or pass on to a third party any inference as to the character or quality of the Data, nor shall Dealer use any information it obtains as a result of its handling, processing or possession of the Data in connection with the creation, testing, promotion, marketing, selling and/or licensing of RoiQ information, products or services for anything but Dealer own internal use specifically retailing autos, parts and service.
2. RoiQ Marketing Automation, Analytics & Attribution service will be enabled once the scripts collecting data are established, Dealer agrees to enable the RoiQ Inc. coding procedures provided, and Dealer will put in a best effort to prevent unauthorized access by any competitive 3rd party, or anyone whose use of data would be deemed inappropriate as outlined here and across the other RoiQ Inc. & DealerX Partners Agreements.
3. The term of this Agreement shall begin upon the Effective Date set forth below and shall continue, unless terminated earlier pursuant to the terms of the Agreement, for the Initial Term of thirty (30) days from the Effective Date. This Agreement will automatically renew after the Initial Term for successive thirty (30) day terms (each a "Renewal Term"), unless either RoiQ Inc. or Dealer notifies the other party in writing not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term that this Agreement will be terminated at the end of such term. RoiQ Inc. shall have the right at any time, upon written notice to Dealer, to either terminate this Agreement or suspend Dealer access to the RoiQ Data.
4. RoiQ Inc. will have the right to audit your dealership's use of the data provided, and whom has been granted access to the RoiQ platform. RoiQ will use these audits to determine compliance with the terms of this Agreement and all other related RoiQ & DealerX Partners LLC agreements which relate to the use of the RoiQ Data. The dealer shall be responsible for assuring full cooperation with RoiQ Inc. in connection with such audits and will provide RoiQ Inc. or obtain for RoiQ Inc. access to such properties, records and personnel as RoiQ Inc. may reasonably require for such purpose..