



Pixel Placement & RoiQ Data-Access/Collection Agreement

This pixel placement and “data-access/collection agreement” (the “Agreement”) is being provided by the RoiQ Inc. (“RoiQ”) hereinafter “RoiQ” in connection with services provided by DealerX Partners LLC to their client. RoiQ Inc. will provide DealerX Partners LLC client hereinafter “Dealer or Contractor” with RoiQ Inc. blended data (hereinafter “Data”). Dealer/Contractor acknowledges and agrees that any data IE; customer information, cookies, email addresses IP Addresses, Mobile Identifiers etc.; provided from Dealer/Contractor to RoiQ upon its blending with RoiQ data and/or appends from RoiQ is a trade secret and therefore proprietary information of RoiQ Inc. This Agreement applies to any data received directly or indirectly by DealerX Partners LLC, on behalf of the Dealer/Contractor and then passed to RoiQ Inc. directly or indirectly.

For good and valuable consideration and intending to be legally bound, Dealer/Contractor (DealerX Partners LLC “Client”) agrees as follows:

1. Dealer/Contractor acknowledges that the data collected appended and/or refined is and shall remain the property of RoiQ Inc. The Dealer/Contractor will not duplicate, derive, compile or pass any data provided by RoiQ Inc directly or indirectly, in any form to any third party. Dealer/Contractor shall only conduct an “analysis” of the data and or otherwise use it, to understand the nature of insights gleaned specific to their business. The data or derived analysis shall not be passed to any third party whether for additional inferences or as to determine the character or quality of the “Data”, nor shall Dealer/Contractor use any information it obtains as a result of its handling, additional 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/Contractor’s own internal use specifically retailing autos, parts and/or service.
2. The RoiQ platform will be enabled once the scripts collecting data are placed, Dealer/Contractor agrees to facilitate the RoiQ Inc. code placement procedures provided. The Dealer/Contractor will use a “best effort” approach to prevent unauthorized access by any competitive or otherwise, 3rd party without contacting DealerX Partners LLC who then will request the express written permission of the management of RoiQ Inc. Only upon receipt of said written permission from RoiQ Inc. Management shall any 3rd party be granted access to the RoiQ Platform.
3. The term of this agreement shall begin upon the effective date set forth in the summary agreement. This agreement will automatically renew after the Initial Term for successive thirty (30) day increments (each “Renewal Term”) unless either RoiQ Inc.or DealerX partners LLC revoke access.
4. RoiQ Inc.and/or DealerX Partners LLC will have the right to audit the Contractors or Dealership’s use of the data provided, and who has been granted access to the RoiQ platform upon reasonable notice provided to the dealer, and during the dealer’s normal business hours. DealerX Partners and/or RoiQ Inc. will use these audits to determine compliance with the terms of this agreement and any other related RoiQ Inc. and/or DealerX Partners LLC agreements which relate to the use of the RoiQ Data. The Dealer/Contractor shall be responsible for assuring full cooperation with DealerX Partners LLC and/or RoiQ Inc. in connection with such audits and will provide DealerX Partners LLC and/or RoiQ Inc. access to such properties, records and personnel as DealerX Partners and/or RoiQ Inc. may reasonably require for such purpose.