



## Pixel Placement & Data-Access/Collection Agreement

This pixel placement and "data-access/collection agreement" (the "Agreement") is for DealerX Partners LLC. ("DXP") in connection with services provided to our client a Dealership, enterprise or contractor database(s) herein referred to as the "Business", web browsing and website data. The "Business" acknowledges and agrees that any data including but NOT LIMITED TO; Personally Identifying Information - PII, physical address, cookies, email addresses, IP Addresses, Mobile Identifiers, etc. provided by You, the "Business" to "DXP". Upon processing that ingested data in our platform becomes a trade secret and therefore proprietary information of DealerX Partners LLC.. This Agreement applies to any and all data received directly or indirectly by DealerX Partners LLC, on behalf of, or for the benefit of the "Business" whether passed directly back to the "Business" or indirectly into a 3rd party platform for media, targeting, analytics and/or optimization.

For goods and valuable consideration provided by "DXP" and intending to be legally bound; your "Business" agrees as follows:

1. The "Business" acknowledges that the data collected appended and refined is and shall remain the property of "DXP". The "Business" will not duplicate, derive, compile or pass any data processed and provided by "DXP" directly or indirectly, in any form without the express written consent of "DXP". The "Business" shall only conduct an "analysis" of the data or otherwise use it, to understand the nature of insights gleaned specific to their business genre. 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 "Business" 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 or licensing of "DXP"'s information, products or services for anything other than the "Business's" own internal.
2. The "DXP" platform will be enabled once the scripts collecting data are placed by the "Business", hence the "Business" agrees to facilitate the pixel placement procedures provided. The "Business" will use a "best effort" approach to prevent unauthorized access by any competitive or otherwise, 3rd party without the express written permission from the Member Manager of DealerX Partners LLC.
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 (the "Renewal Term") unless DealerX Partners LLC has revoked access.
4. DealerX Partners LLC will have the right to audit the "Business"'s use of the data provided, and who has been granted access to the "DXP" API, Activate and/or RoiQ platform upon reasonable notice provided to the "Business", and during the "Business"'s normal business hours. DealerX Partners will use these audits to determine compliance with the terms of this agreement and any other related DealerX Partners LLC agreements which relate to the use of the ingested and processed data. The "Business" shall be responsible for assuring full cooperation with DealerX Partners LLC in connection with such audits and will provide DealerX Partners LLC access to such properties, records and personnel as DealerX Partners may reasonably require for such purpose.