

**These Special Product Terms are for reference only and do not control the actual agree between LotLinx and any other party, including you. The controlling terms shall be the Terms and Conditions for the LotLinx Master Services Agreement located at [www.lotlinx.com/agreements](http://www.lotlinx.com/agreements), together with any Special Product Terms included on an Order accepted by LotLinx.**

## **Special Product Terms**

All capitalized terms in this Order take their meaning from the Terms and Conditions for the LotLinx Master Services Agreement found at <https://www.lotlinx.com/agreements> (the “Terms”) unless otherwise defined in this Order. All references to “you” and “your” in this Order mean the “Customer” as that term is defined in the Terms. You agree that this Order Form is governed by the Terms or any other terms and conditions that the Parties may agree upon in writing.

### **VINdrop**

**Term and Automatic Renewal.** The term of this Order for the VINdrop Service shall begin on the date of acceptance by LotLinx of the Order and shall end when the VINdrop has been fulfilled in its entirety. This Service shall continue as a month-to-month subscription only if specified in the Order, which may be terminated immediately by either party upon written notice to the other party for any reason, including for convenience.

### **/AI/ VIN Package**

**Term and Month to Month Subscription.** The term of this Order for this Service shall begin on the date of acceptance by LotLinx. You may not terminate this Order during the Initial Commitment Term specified in the Order but may provide written notice to LotLinx of at least thirty (30) days before the end of the Initial Commitment Term. If LotLinx receives that timely notice, then this Order shall terminate at the end of the first full calendar month following the acceptance of cancellation. If you do not provide LotLinx with such timely notice, then the Order shall continue as a month-to-month subscription that either party may terminate by written notice to the other party, and the Order shall terminate on the last day of the month following the month in which notice of termination is provided.

### **VIN Management System (VMS)**

**Per VIN Marketing Investment.** Each VIN managed by the VMS Services (each a “Managed VIN” and collectively, the “Managed VINs”) will be assessed a monthly Per VIN Marketing Investment. The Per VIN Marketing Investment is made of two components: (1) the VMS Service Fee (SaaS Fee) shown above in this Order to cover all software licenses, platform services, and inventory strategy services used in conjunction with the VMS Services; and (2) a Marketing Budget to cover Digital Media Expenses for each Managed VIN.

**Identification of Managed VINs.** If you choose for VMS to manage fewer than all of the VINs in your inventory, as indicated in the VMS VIN Exclusion section in this Order, you agree to assist, or have your inventory feed provider assist, LotLinx in identifying the specific Managed VINs and to verify that the identification is accurate. LotLinx is not responsible for identifying Managed VINs without your technical assistance and you agree that LotLinx has no liability to you for any service interruptions due to an inability to identify Managed VINs.

**Minimum Marketing Budget by VIN Category.** At any time, you may submit a change order to LotLinx to change the Marketing Budget for each category of Managed VINs that is specified in this Order and such change will become effective on the first day of the month following the acceptance of that change order by LotLinx. The minimum Marketing Budget per Managed VIN, by category that is specified in this Order, is as follows:

New VINs:	\$100
Used VINs:	\$100
Certified Pre-Owned VINs:	\$100

**Monthly Marketing Budget.** The aggregate Marketing Budget will be pooled across all Managed VINs and, as of the date of this Order, the Marketing Budget is shown in the Order above. The Marketing Budget is calculated at the beginning of each month by first multiplying the total number of Managed VINs in your inventory at that time by the established per VIN Marketing Budget and then adding a monthly sweep to account for new inventory throughout the month. The monthly sweep amount charged to you will be equal to 25% of the total number of Managed VINs in each category specified in this Order that are in your inventory at the start of the month multiplied by 50% of the per VIN Marketing Budget for each VIN category specified in this Order. The Budget is applied dynamically to your live inventory throughout the month using machine learning technology to optimize sales outcomes. The Marketing Budget will then be recalculated at the beginning of each calendar month to account for fluctuations in your Managed VIN inventory. The LotLinx /AI/ engine will determine the optimal spend of the VMS Budget each month across managed inventory. You agree that the actual spend on Digital Media Expenses may be greater than the established Marketing Budget for each VIN category specified in this Order by up to 10% and you will owe the balance to LotLinx. Any amount of VMS Budget not spent in a month will be credited to the Marketing Budget in the following month, stay on deposit with LotLinx to be used for future Services, or paid back to you upon written request. All over or under spend in any month will be reconciled on your account by the 4th day of the following month.

**Payment of Per VIN Marketing Investment.** You are responsible to pay all Fees (including the aggregate Per VIN Marketing Investment) each month, as billed by LotLinx.

**Marketing Accounts.** Unless otherwise agreed by the Parties in writing, LotLinx shall create, operate, and maintain all Marketing Accounts necessary to provide the Services to Customer. LotLinx shall pay all fees associated with such Marketing Accounts and Customer shall reimburse LotLinx for the payment of such fees as Marketing Fees.

**Term and Automatic Renewal.** The term of this Order for this Service shall begin on the date of acceptance by LotLinx of the Order. You may not terminate this Order during the Initial Commitment Term specified in the Order but may provide written notice to LotLinx of at least thirty (30) days before the end of the Initial Commitment Term. If LotLinx receives that timely notice, then this Order shall terminate at the end of the first full calendar month following the acceptance of cancellation. If you do not provide LotLinx with such timely notice, then the Order shall continue month to month, and the Initial Term shall be one month from the end of the Initial Commitment Term. Each Renewal Term shall be one month beginning at the end of the Initial Term or the then-expiring Renewal Term. Either party may terminate this Order by written notice to the other party and the Order shall terminate on the last day of the month following the month in which notice of termination is provided.

### **TURNx**

**Limited Free Trial.** This Free Trial includes 5 free boosts. Also, as a special promotion to you, so long as you remain a LotLinx customer in good standing with an established recurring monthly spend for LotLinx Services of at least \$1,875 you may use TURNx free of charge (except for paid boosts). LotLinx may end this Free Trial with at least 30 days' notice to you. If LotLinx terminates the Free Trial or your recurring monthly spend for LotLinx Services falls below \$1,875 then you will be charged a Service Fee of \$599/month plus \$299/month for each additional licensed user for your continued use of TURNx.

**Termination.** LotLinx may terminate the Free Trial at any time. If you have converted this to a paid Service then you may cancel this Order for this Service upon 90-day prior written notice. Billing requires you to keep a credit card on file with LotLinx.

**Additional End User License Agreement.** Your use of TURNx is subject to the End User License Agreement located at <https://www.lotlinx.com/turn-extension-eula/>

**VVO Trial**

**Term and Termination.** The term of this Order for this Service shall begin on the date of acceptance by LotLinx of the Order and shall continue as a month-to-month subscription that either party may terminate by providing written notice to the other party for any reason, including for convenience.

**CX AMP**

**Term and Termination.** The term of this Order for this Service shall begin on the date of acceptance by LotLinx of the Order and shall continue as a month-to-month subscription that either party may terminate by providing written notice to the other party for any reason, including for convenience.

**Photo/AI/**

**Term and Termination.** The term of this Order for this Service shall begin on the date of acceptance by LotLinx of the Order and shall continue as a month-to-month subscription that either party may terminate by providing written notice to the other party for any reason, including for convenience.

I agree that this Order is a part of the LotLinx Master Services Agreement between Customer and LotLinx and represent that I have the authority to bind the Customer to this Order. Upon my signature, my submission of this Order to LotLinx, and acceptance of this Order by LotLinx, this Order shall become legally binding unless LotLinx rejects it for any reason.

**Google Cars for Sale on Business Profiles**

**Services.** LotLinx will facilitate your access and use of the Cars for Sale on Business Profiles product offered through Google to market your entire vehicle inventory. To enable these Services, you must grant LotLinx “Manager” access to your Google Business Profile.

**Preferred Customer Reward.** As a special promotion to you, so long as you remain a LotLinx customer in good standing, LotLinx will credit to you the full regular monthly Fee for this Service during the months when the total Fees you pay to LotLinx under this Order, exclusive of this Service, are at least \$2,250. In any month when the total Fees you pay to LotLinx fall below \$2,250 then LotLinx will charge you, and you agree to pay, the amount shown above in the Order for this Service. You will forfeit this preferred customer status and reward if you cancel or pause any subscription for Services that you have with LotLinx.

**Term and Termination.** This Service is a recurring month to month subscription but either party may terminate this Service at any time and for any reason, by giving at least 30 days written notice to the other party. If LotLinx terminates this Service, you will pay no additional Fees for this Service after the date of termination. This Service may only be used in connection with other recurring services ordered by you so, if you terminate any other recurring subscription for LotLinx Services, then this service will also terminate concurrently.