

Nemroot Technologies LLC Terms of Service

Nemroot Technologies LLC's website, including all of its related applications, dashboards, or platforms (individually and collectively, the "Website"), is owned and operated by Nemroot Technologies LLC ("Nemroot," "we," "us," or "our"). By using, installing, or accessing the Website or Services (as defined below), by signing or clicking to accept these terms or any Subscription Documentation (as defined below) referencing these terms, you agree to be bound by the following terms and conditions (together, these "Terms", or this "Agreement").

If you are using a Nemroot Service on behalf of a company, organization, or other entity, then "Client" or "you" means that entity, and you are binding that entity to this Agreement. You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if the Client is an entity, this Agreement is entered into by an employee, agent, or other authorized representative with all necessary authority to bind that entity to this Agreement.

This Agreement includes and hereby incorporates by reference any Subscription Documentation executed between you and Nemroot, as well as any policies or exhibits linked to or referenced herein. If you have entered into a separate written agreement with Nemroot concerning specific Services, the terms of such agreement control if there is any conflict between the terms of such agreement and these Terms. Please note that we may modify this Agreement as described in Section 16.10 below.

1. DEFINITIONS

1.1. **"Business Associate Agreement"** (hereinafter "BAA") means a written agreement between a Covered Entity and a Business Associate (as those terms are defined under HIPAA) containing the elements specified at 45 CFR 164.504(e).

1.2. **"Confidential Information"** means code, inventions, know-how, product plans, technical and financial, business, operational, or other information exchanged under this Agreement or learned during the performance of this Agreement, or that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

1.3. **"HIPAA"** means the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8, as amended from time to time, and the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, the federal security standards as contained in 45 C.F.R. Parts 160 and 162, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160, all as may be amended from time to time.

1.4. **"Law(s)"** means all applicable local, state, federal, and international laws, rules, and regulations, or amendments thereto, including but not limited to the Federal Trade Commission's Telemarketing Sales Rule, the

Telephone Consumer Protection Act of 1991, the Health Insurance Portability and Accountability Act of 1996, the Gramm-Leach-Bliley Act of 1999, the CAN-SPAM Act, Do Not Call rules and prohibitions, and automotive industry-specific regulations including FTC regulations on automobile dealers.

1.5. **"Protected Health Information"** (hereinafter "PHI") has the same meaning as that term is defined in HIPAA.

1.6. **"Territory"** means the United States, unless otherwise expressly set forth in Client's Subscription Documentation.

Other terms are defined in other Sections of this Agreement.

2. SERVICES

2.1. Services

Nemroot provides a proprietary AI-powered dealership automation platform that includes without limitation conversational AI chatbot services ("AI Chatbot"), appointment scheduling and management tools ("Appointment Scheduling"), vehicle inventory management and search services ("Vehicle Inventory Management"), lead management and processing services ("Lead Management"), SMS and communication automation ("Communication Tools"), workflow automation services, and any other services Nemroot may offer from time to time (together with the Website, the "Service(s)").

Client will, from time to time, enter into a proposal, quote, services/purchase agreement, order form, statement of work, or otherwise click to accept or agree to an online registration form ("Subscription Documentation"), which references this Agreement and details the Services ordered from Nemroot and, if applicable, the usage limits or other scope of use descriptions for the Services (including without limitation any usage or volume limits, numerical limits on Authorized Users, message volumes, conversation limits, and descriptions of product feature levels) ("Scope of Use").

Client may be provided the option to purchase certain Services as part of a package or bundle offer (each, a "Bundle"), as detailed in the applicable Subscription Documentation. Nemroot has no obligation to provide any services or perform any tasks not specifically set forth in this Agreement, including any applicable Subscription Documentation.

2.2. Alteration of Subscription Documentation

Any amendments or modifications to any existing Subscription Documentation must be agreed to in writing by the parties. Nemroot has no obligation to perform any Services under any amended Subscription Documentation until the parties have agreed to the effect of such changes on the applicable Fees.

2.3. Modification of the Services

Nemroot reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), or to alter the offering of the Services (including by adding, limiting, or discontinuing certain Bundles) temporarily or permanently. Nemroot also reserves the right to replace certain Services and Bundles with functionally equivalent Services or Bundles, at its sole discretion. In

the event Nemroot makes any modification or alteration to the Services or the offering thereof that has a material adverse effect on the functionality of the Services ordered under your Subscription Documentation, Client may terminate this Agreement and receive a pro-rated refund of pre-paid, unused Fees for the remainder of Client's Subscription Term (as defined below).

2.4. Additional Terms

Client's subscription to or use of certain Services or features of the Services may be subject to additional terms, policies, rules, or guidelines that we may post on or link to from these Terms or the Services (the "Additional Terms"). To the extent applicable, all Additional Terms are incorporated by this reference into, and made a part of, these Terms.

2.4.1. AI Chatbot Services

If Client uses AI Chatbot Services, Client agrees to be bound by the AI Services Terms set forth in Section 3.8 below.

2.4.2. Third-Party Integrations

If Client uses third-party integrations (including but not limited to CRM systems, inventory management systems, or appointment booking platforms), Client agrees to be bound by the applicable terms of such third-party providers and Section 11 of this Agreement.

3. USE RIGHTS; RESTRICTIONS

3.1. Use of Services

Subject to all terms of this Agreement, including any Additional Terms, Nemroot grants Client a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license during the applicable Subscription Term and within the Territory (to the extent available in the Territory) to: (a) install and use an object code copy of any mobile application associated with the Services; and (b) access and use the Services, designated on Client's Subscription Documentation solely for Client's internal business purposes in connection with Client's automotive dealership operations, but only in accordance with this Agreement, Nemroot's Acceptable Use Policy ("Acceptable Use Policy"), the applicable Subscription Documentation, and all applicable Scope of Use descriptions.

Nemroot makes no representation that the Services are appropriate or available for use in locations outside the Territory. Furthermore, accessing the Services from territories where their content or use is illegal, is prohibited under this Agreement. If Client attempts to access or use the Services outside of the Territory, Client does so at its own initiative and is responsible for compliance with all Laws and any costs associated with access or use outside the Territory. You may not use or export the Services in violation of U.S. export laws and regulations.

3.2. Account Registration

Client must register for a Nemroot account in order to access or receive the Services. Account information must be accurate, current, and complete. Client agrees to keep its account information up to date so that Nemroot

may send notices, statements, and other information by email or through Client's account. Client is solely responsible for all use of its Services account(s). Nemroot will not be liable for any loss or damage arising from unauthorized use of Client's account(s) not directly caused by Nemroot's actions or omissions.

3.3. Eligibility and Use by Others

By agreeing to these Terms, Client warrants that it and its employees, agents, contractors, and any other users (including but not limited to Developer Partners or Third-Party Providers) whom Client has authorized to access the Services on its behalf ("Authorized Users"): (a) are over 18 years old; (b) have not previously been suspended or removed from the Services; and (c) will comply with all Laws when using the Services. Client may permit its Authorized Users to use the Services provided their use is for Client's benefit only and remains in compliance with this Agreement. Authorized Users are and will be subject to the applicable terms and conditions of this Agreement, which may be communicated by posting to the Website or on a click-through basis to Authorized Users upon access to the Services and/or Website.

3.4. Responsibility for Authorized Users

Client will be responsible and liable for all Authorized Users' use and access and their compliance with this Agreement. Client will be solely responsible for authorizing and creating user IDs, passwords, and other access credentials for Authorized Users. Client is solely responsible for determining its Authorized Users and restricting and/or terminating the rights of such users during the Subscription Term, as Client deems appropriate. Provided, however, Nemroot may, in its sole discretion, suspend any Authorized User's access to the Services, as set forth in Section 8.2 below.

Client is solely responsible for ensuring that any user IDs, passwords, and other access credentials (such as API tokens) for the Services are kept strictly confidential and not shared with any unauthorized person. Additionally, Client is solely responsible for complying, and ensuring its Authorized Users comply, with all Laws applicable to Client, including automotive industry regulations and consumer protection laws. Client will be solely responsible for any and all actions taken using its and its Authorized Users' accounts, passwords, or access credentials and must ensure that each Authorized User has a separate and distinct user account (with separate and distinct access credentials) that is not shared with any other user(s). Client must notify Nemroot within twenty-four (24) hours of any breach of security or unauthorized use of its account. Use by all Authorized Users in aggregate will count towards any applicable Scope of Use restrictions.

3.5. Use by Customers

Any person that is a client, customer, or potential buyer of Client ("Customer(s)") who accesses and/or uses the Services, including via Client's account or website, is subject to the Acceptable Use Policy and such other terms as may be provided by Nemroot from time to time, which includes Nemroot's right to remove or disable access to any Customer or content or resource that violates the Acceptable Use Policy.

3.6. General Restrictions

Client must not (and must not allow any third party to): (a) rent, lease, copy, transfer, sublicense, or provide access to the Nemroot Technology (as defined below) to a third party (except Authorized Users as specifically authorized above); (b) incorporate the Nemroot Technology (or any portion thereof) into, or use it with or to

provide, any site, product, or service, except as otherwise expressly authorized by Nemroot in writing; (c) use the Nemroot Technology (or any portion thereof) for time-sharing purposes or for a third party's benefit; (d) publicly disseminate information regarding the performance of the Nemroot Technology (which is deemed Nemroot's Confidential Information); (e) modify or create a derivative work of the Nemroot Technology or any portion thereof or access the services with the intent to copy or create a competitive or derivative product/service; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to any Nemroot Technology or Services, except to the extent expressly permitted by applicable Law and then only upon advance notice to Nemroot; (g) break or circumvent any security measures or rate limits for Services; (h) distribute any portion of the Nemroot Technology other than as specifically permitted above; (i) use the Services in violation of the Acceptable Use Policy; or (j) remove or obscure any proprietary or other notices contained in the Nemroot Technology including in any reports or output obtained from the Nemroot Technology.

3.7. Beta Releases and Free Access Subscriptions

Subject to Client's compliance with the terms of this Agreement, Nemroot may provide Client with certain Services for free or on a trial basis (a "Free Access Subscription") or with "alpha", "beta", or other early stage Services, integrations, or features ("Beta Release(s)") for the Subscription Term set forth in the applicable Subscription Documentation (if applicable). This Section 3.7 and any relevant Additional Terms will apply to any Free Access Subscription or Beta Release (even if a Beta Release is provided for a fee or counts towards Client's Scope of Use allocations) and supersedes any contrary provision in this Agreement.

For the avoidance of doubt, Section 6 (Availability of Services; Support) will not apply to any Free Access Subscription or Beta Release; though Nemroot may use good faith efforts, in its discretion, to assist Client with Free Access Subscriptions or Beta Releases. Without limiting the other disclaimers and limitations in this Agreement, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CLIENT AGREES THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA, OR INDEMNITY OBLIGATIONS OF ANY KIND.

CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT FREE ACCESS SUBSCRIPTIONS AND BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH NEMROOT WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF A FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS AT CLIENT'S SOLE RISK. You may choose to use Free Access Subscriptions and Beta Releases at your sole discretion. Nemroot makes no guarantees or promises with respect to the continued availability of any Free Access Subscriptions or Beta Releases or that future versions of a Free Access Subscription or Beta Release will be released or will be available under the same commercial or other terms. Nemroot may discontinue Free Access Subscriptions or Beta Releases at any time, in our sole discretion, and decide not to make them generally available. Notwithstanding anything to the contrary herein, Nemroot may terminate Client's right to use any Free Access Subscription or Beta Release at any time and with reasonable notice for any reason or no reason in Nemroot's sole discretion, without liability.

3.8. AI Services

Nemroot offers certain Services that use artificial intelligence, including but not limited to conversational AI chatbots, automated response generation, natural language processing, and predictive analytics ("AI Services"). Your use of the AI Services may result in outputs (for example, automated customer responses, appointment scheduling suggestions, vehicle recommendations) that are not accurate or complete.

It is your responsibility to evaluate whether outputs from the AI Services are appropriate for your use case, including where human review is appropriate. Client acknowledges and agrees that:

- (a) AI-generated responses should be monitored and may require human oversight, particularly for complex customer inquiries or sensitive situations;
- (b) Client is responsible for ensuring all AI-generated communications comply with applicable Laws, including automotive industry regulations, consumer protection laws, and advertising standards;
- (c) Client must provide appropriate disclosures to Customers regarding the use of AI in communications as required by applicable Law;
- (d) Client remains solely responsible for all communications sent to Customers through the Services, whether generated by AI or human agents;
- (e) Nemroot's AI Services are designed to assist with dealership operations but do not constitute professional advice, and Client should not rely solely on AI outputs for business-critical decisions without appropriate human review.

Without limiting any other provision in this Agreement, you are responsible for disclosing your use of AI Services to your Customers in accordance with applicable Law and maintaining appropriate supervision of AI-generated content.

4. CLIENT DATA

4.1. Rights in Client Data

As between the parties, Client retains all right, title, and interest (including any intellectual property rights) in and to any text, images, or other content and data that Client selects or submits for use or incorporation with the Services (including without limitation, chat and message logs, Customer Data, vehicle information, PHI, or any Third-Party Content) ("Client Data"). To the extent Client is a Covered Entity or a Business Associate, as those terms are defined in HIPAA, "Client Data" also includes PHI.

"Customer Data" means data related to the identity, characteristics, and activities of Customers, collected or submitted to the Services by Client or captured by the Services, including but not limited to customer contact information, purchase history, vehicle preferences, service records, and communication history.

"Vehicle Data" means data related to vehicle inventory, specifications, pricing, availability, and related information provided by Client or captured through the Services.

"Third-Party Content" means content, data, or other materials that Client provides to the Nemroot Services from its third-party data providers, including through Third-Party Products (as defined below) used by Client,

such as CRM systems, DMS (Dealer Management Systems), inventory management platforms, or other automotive industry software.

Client hereby grants Nemroot a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify, and create derivative works of the Client Data as necessary to provide the Services and related services to Client and as otherwise provided herein and in Nemroot's Privacy Policy (the "Privacy Policy"), and hereby instructs Nemroot to do the same. Client further instructs Nemroot to use and disclose Customer Data as necessary to provide the Services consistent with this Agreement and as otherwise set forth in the Privacy Policy.

4.2. Aggregate/Anonymous Data

Client agrees that Nemroot will have the right to generate usage data from Client use of the Services and may aggregate anonymized Client Data ("Aggregate/Anonymous Data"). Notwithstanding anything to the contrary herein, the parties agree that Aggregate/Anonymous Data is Nemroot Technology, which Nemroot may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Nemroot's products and services, train AI models, create industry benchmarks and analytics, and to create and distribute reports and other materials). Nemroot will not distribute Aggregate/Anonymous Data in a manner that personally identifies Client or its Customers, or that would otherwise violate applicable Laws. If Client and Nemroot have entered into a BAA, Nemroot will use the Aggregate/Anonymous Data only in conformity with the terms of such agreement.

4.3. Monitoring

Client understands and agrees that Nemroot may monitor and analyze Client Data or Customer Data (including but not limited to chat conversations, messages, appointment records, lead information, etc.) to improve the Website or Services; to improve Client's experience using the Website or Services; to train and improve AI models; to customize and communicate informational or product offerings and promotions to Client; to ensure compliance with the Acceptable Use Policy (including taking corrective action permitted therein); and/or to make the Website or Services more helpful or useful to Client and other users.

This may include use of technologies (such as conversation analytics, AI training processes, session replay services, transcription services, cookie, pixel, or other tracking technologies) that maintain records of browsing sessions and other activities on the Website and Services. Client also understands that any third-party platform(s) or Third-Party Provider(s) Client elects to use or access in conjunction with the Services may also monitor and analyze the Client Data and/or Customer Data Client uses or accesses in connection with such third-party platforms, to customize and communicate information or product offerings and promotions to Client; to ensure compliance with applicable terms of use; and to make such third-party platform(s) more helpful or useful to Client and other users.

4.4. Security

Nemroot agrees to maintain physical, technical, and organizational measures designed, in its discretion, to secure its systems from unauthorized access, use, or disclosure. If Client is a Covered Entity or Business Associate, as defined in HIPAA, Nemroot and Client agree to the terms of Nemroot's BAA, which may be

amended from time to time, and to secure and utilize PHI in accordance with the BAA. Nemroot takes no responsibility and assumes no liability for any Client Data other than its express security obligations in this Section 4.4.

4.5. Storage

Nemroot does not provide an archiving service. During the Subscription Term, Client acknowledges that Nemroot may delete Client Data no longer in active use. Additionally, Client understands and agrees that following termination, Nemroot may delete all Client Data in its possession. Except for requirements that are included in any BAA entered into between Nemroot and Client, Nemroot expressly disclaims all other obligations with respect to storage.

4.6. Privacy and Data Processing

The Privacy Policy describes how we handle the information you provide to us or we otherwise collect when you and your Customers use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including, as applicable, the transfer of this information to the United States for storage, processing, and use by Nemroot and its affiliates. Additionally, to the extent applicable, the parties agree that Nemroot's Data Processing Addendum ("Data Processing Addendum" or "DPA") governs in the event Nemroot Processes any Covered Data as Client's Processor or Service Provider (as those terms are defined in the DPA) in connection with this Agreement.

5. CLIENT OBLIGATIONS

5.1. Warranty

Client warrants and represents that it will use the Services in full compliance with all Laws and terms of this Agreement, including the Acceptable Use Policy, and that it will not use the Services in a manner that would cause Nemroot to violate any obligation with respect to any such Laws. Client also warrants and represents that:

- (a) Client has sole ownership of any Client Data it provides to Nemroot, or otherwise has legal rights to provide such Client Data, and Client Data will not violate third-party rights, including intellectual property, privacy, and publicity rights;
- (b) Nemroot's possession and/or use of the Client Data on Client's behalf in connection with the Services, as contemplated hereunder, will not violate any contract, statute, regulation, or other third-party rights;
- (c) Client is authorized to provide Nemroot with any Customer, Client, or Authorized User information it provides in connection with the Services, including any personally identifying information;
- (d) Client and/or Client's Authorized User(s) will only use the Services for interaction with actual Customers or prospective customers in connection with Client's legitimate automotive dealership business operations;
- (e) All vehicle information, pricing, and inventory data provided through the Services is accurate and current, and Client will promptly update such information when changes occur;

(f) Client complies with all applicable automotive industry regulations, including FTC regulations on automobile dealers, state dealer licensing requirements, and truth-in-lending laws.

If Client receives any take-down requests or infringement notices related to Client Data or its use of Third-Party Products, it will promptly stop using these items with the Services and notify Nemroot immediately.

Additionally, if an integration is included in the Services Client orders, Client grants Nemroot the right to access Client's Data or Client's CRM system, DMS, or other automotive software systems directly or through a third-party service for the purposes of fulfilling Nemroot's obligations under this Agreement, and Client warrants that Client is not restricted by law or applicable agreement from granting Nemroot such right.

5.2. Customer Consent; Intended Use of the Services

Client understands and agrees that the Services are intended to allow Client to communicate electronically only with Client's own current Customers and prospective customers who have consented to the receipt of such communications and are provided with all necessary notices in accordance with applicable Laws. Accordingly, Client will for the duration of the Subscription Term:

- (a) provide all required disclosures to Customers and obtain all required consents and/or authorizations from Customers, based on applicable Laws, prior to utilizing the Services, including disclosures regarding the use of AI-powered communications;
- (b) obtain all necessary rights, releases, and consents to allow Client Data to be collected, used, and disclosed in the manner contemplated by this Agreement and to grant Nemroot the rights herein;
- (c) use the Services to make or send communication only in compliance with all Laws, the terms of this Agreement (including the Acceptable Use Policy) and industry-specific best practices, including but not limited to Do Not Call rules and prohibitions, TCPA requirements, and automotive industry advertising standards.

Client also understands and agrees that the Services are intended primarily to be used for transactional and/or informational communications related to automotive dealership operations, including but not limited to appointment confirmations, service reminders, vehicle availability notifications, and responding to customer inquiries. If Client uses the Services to make or send any written electronic communication (including but not limited text messages) that includes advertisements, marketing, telemarketing, or promotional messaging, as such are defined in applicable Laws (hereinafter, collectively "Marketing"), Client must, in each instance, clearly designate such message(s) as "Marketing" within the Service prior to sending and ensure compliance with all applicable advertising and consumer protection laws.

Client agrees and acknowledges that Client is solely responsible for its compliance with applicable Laws and the Acceptable Use Policy and must not rely on the Services for any such compliance. Use of the Services does not guarantee compliance with Laws or the Acceptable Use Policy, and Nemroot expressly disclaims any liability for Client's non-compliance. Nemroot reserves the right to suspend or terminate Client's access to the Services or specific feature(s) of the Services if Nemroot believes, in its sole discretion, that Client has violated this Section 5.

6. AVAILABILITY OF SERVICES; SUPPORT

6.1. Availability

Subject to the terms of this Agreement and any scheduled maintenance and unavailability caused by: (a) actions or omissions of Client; (b) failures, errors, or defects in the facilities, hardware, software, or network of Client; or (c) circumstances that constitute a force majeure event or that are beyond Nemroot's reasonable control, the Services will be available for access via the Website 99.0% of the time during of the applicable Subscription Term. Client's sole remedy and Nemroot's sole liability for failure to meet the aforementioned availability will be support in accordance with Section 6.2.

6.2. Support

Nemroot makes available web-based support through the Website and email support. Additional support services may be available to Client subject to payment of applicable fees (if any), as specified in any applicable Subscription Documentation. Any support services are subject to this Agreement and Nemroot's applicable support policies, if any. Client is primarily responsible for its own account setup and onboarding. Nemroot may also provide onboarding, deployment, configuration, and other services under this Agreement, including via Third-Party Providers or subcontractors. If applicable, the scope, pricing, and other terms for these additional services will be set forth in the applicable Subscription Documentation. Nemroot's ability to deliver the Services will depend on Client's reasonable and timely cooperation and the accuracy and completeness of any information from Client needed to deliver the Services, including access to Client's systems, vehicle inventory data, and business requirements.

7. FEES AND PAYMENT

7.1. Fees

Unless otherwise specified on Client's Subscription Documentation, the Services are provided on an ongoing, per license subscription-basis, including automatically recurring payments for periodic charges, according to the terms and conditions of the Subscription Documentation ("Subscription"). Client agrees to pay to Nemroot the fees for the Subscription to the Services or any Bundle ("Subscription Fees") and any additional fees (if applicable), all as set forth in the applicable Subscription Documentation or Additional Terms (collectively, the "Fees").

Except as otherwise specified in the applicable Subscription Documentation, unless Client terminates a Free Access Subscription prior to the lapse of the Free Access Subscription Term, such Services will convert to a paid Subscription and Client agrees to pay Nemroot the applicable Subscription Fees according to the terms of this Agreement. Unless otherwise specified in the applicable Subscription Documentation, payment for all Fees is due within thirty (30) days of the invoice date.

7.2. Payment of Fees

Unless otherwise specified in the applicable Subscription Documentation, all Subscription Fees will be paid annually in advance (though overage fees, if any, may be charged in arrears), and all references to currency set forth herein will mean U.S. dollars, with all payments hereunder to be made in U.S. dollars. Subscription Fees

are non-refundable and non-creditable, except as expressly set forth in Sections 2.3 (Modification of the Services) and 8.3 (Termination for Cause).

If the payment method selected on Client's Subscription Documentation is credit card, ACH, or direct debit, Client acknowledges and authorizes Nemroot to charge Fees and other amounts automatically, on an auto-renew basis on your Subscription Start Date (as defined below) for each subsequent Subscription Term. For the avoidance of doubt, all additional Subscription Fees for additional Services accessed by Client will be billed when the Service is first accessed by Client and automatically, on an auto-renew basis on Client's existing Subscription Start Date. Nemroot may from time to time provide notice to Client regarding any Renewal Term(s) and the auto-renew processes.

The Subscription will continue unless and until you or Nemroot terminate your Subscription in accordance with Section 8. You must cancel your Subscription before it renews in order to avoid billing the next periodic Subscription Fees to your account. If Client elects to pay by credit card, then you are responsible for both (a) enabling auto-recharge on your account and (b) ensuring that your account has a sufficient positive balance to cover all Fees when due.

Should Nemroot be unable to process/receive the Fees when due and owing, payment shall be considered overdue. Nemroot will have the right to charge interest on all overdue amounts equal to the maximum amounts allowed by applicable Law. Additionally, after payment becomes overdue, Nemroot will have the right to immediately suspend Client's access to the Services and/or seek to enforce Client's payment obligations, including through the use of third-party services. If Nemroot sends Client's account for collection and/or initiates legal action to collect overdue amounts, Nemroot may seek to recover all costs and expenses of such action, including reasonable legal or attorney's fees, court costs, and expenses.

7.3. Taxes and Other Governmental or Regulatory Fees

Nemroot's Fees are exclusive of all taxes, regulatory fees, or levies and Client must pay any applicable taxes, regulatory fees, or levies, whether domestic or foreign, other than taxes based on the income of Nemroot. Client will make tax and regulatory fee payments to Nemroot to the extent amounts are included on Nemroot's invoices.

7.4. Industry Fees and Surcharges

Your use of the Services may also be subject to certain industry-related fees or surcharges (such as fees imposed by telecommunications carriers, SMS providers, or other communications providers (for example, 10DLC-related fees, A2P messaging fees)) (collectively, "Industry Fees"). Industry Fees may also include cost recovery fees representing a reasonable recovery of the charges, fees, and administrative expenses imposed on Nemroot and associated with the provision of the Services to you and your use of the Services.

Nemroot's Fees are exclusive of any such Industry Fees, and you will be required to pay any such Industry Fees related to your use of the Services. Where required by law, or at our own election, Nemroot will reflect such Industry Fees as a separate line on your invoice. Industry Fees may change at any time.

7.5. Fee Increase

Nemroot reserves the right to determine the applicable Fees for any Service(s). While Nemroot will make reasonable efforts to keep the information relating to Fees published on its Website up to date, you should check the Website periodically for information about current Fees. If any Fees (other than Taxes, Industry Fees, or governmental/regulatory fees, which may change at any time) are specified on your Subscription Documentation, Nemroot may increase Fees applicable to you upon forty-five (45) days' prior written notice, effective on the start date of your subsequent Subscription Term (if Client has not elected to opt out of the automatic renewal or renegotiate the Fees).

Nemroot may also, from time to time and in its sole discretion, make promotional offers or different Fees available to its clients or other users. Such promotional offers will not apply to you or this Agreement unless specified in writing in your Subscription Documentation.

8. TERM AND TERMINATION

8.1. Term

This Agreement is effective until the applicable Subscription Term for the Services has expired or the Subscription is terminated as expressly permitted herein. Unless otherwise stated in Client's Subscription Documentation, the initial term for any Subscription to the Services is twelve (12) months and will automatically renew for subsequent periods of equal duration (the "Subscription Term"), unless either party gives written notice of non-renewal at least one (1) month before the end of the then-current Subscription Term. Client may give notice of non-renewal by sending an email to support@nemroot.com.

If no Subscription start date is specified on the applicable Subscription Documentation, the Subscription starts when Client first obtains access to the Services ("Subscription Start Date"). By agreeing to any Subscription Documentation, Client is agreeing to pay applicable fees for the entire Subscription Term. Client cannot cancel or terminate a Subscription Term except as expressly permitted by this Section 8.1 (Term) or Section 8.3 (Termination for Cause). Unless Client's Subscription Documentation expressly states otherwise, any additional Services purchased during Client's Subscription Term will be coterminous with Client's most recent Nemroot platform Subscription Term.

8.2. Suspension of Services

Nemroot may suspend Client's (or any Authorized User's, as applicable) access to the Services if: (a) Client's account is overdue, or (b) Client has exceeded its Scope of Use limits. Nemroot may also suspend Client's (or any Authorized User's, as applicable) access to the Services, remove Client Data, or disable Third-Party Products if it determines that: (i) Client has breached Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations); or (ii) suspension is necessary to prevent harm or liability to other clients of Nemroot or third parties or to preserve the security, stability, availability, or integrity of the Services.

Nemroot will have no liability for taking action as permitted above. For avoidance of doubt, Client will remain responsible for payment of Fees during any suspension period other than for any suspension that: (a) is not due to the fault of the Client, and (b) lasts longer than five (5) days. Unless this Agreement has been terminated,

Nemroot will cooperate with Client to restore access to the Services once it verifies that Client has resolved the condition requiring suspension.

8.3. Termination for Cause

Either party may terminate this Agreement, including any related Subscription Documentation, if the other party: (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice detailing the breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

If Client terminates during the Subscription Term for any reason other than the foregoing, Client will be responsible for the Fees due for the entire Subscription Term. Nemroot may also terminate this Agreement or any related Subscription Documentation immediately if Client breaches Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations), for repeated violations of other Sections of this Agreement, or if applicable, a breach of the parties' BAA.

8.4. Effect of Termination

Upon any expiration or termination of this Agreement or any Subscription Documentation: (a) Client's license rights will terminate and it must immediately cease use of the Services (including any related Nemroot Technology) and delete (or, at Nemroot's request, return) any and all copies of any Nemroot documentation, scripts, passwords or access codes, and any other Nemroot Confidential Information in Client's possession, custody, or control; and (b) Client's right to access any Client Data in the applicable Services will cease, and unless otherwise precluded by a BAA or other obligation under applicable Law, Nemroot may delete any such data in its possession at any time.

If Nemroot terminates this Agreement for cause as provided in Section 8.3 (Termination for Cause), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Client. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.

8.5. Survival

The following Sections survive any expiration or termination of this Agreement: 1 (Definitions); 3 (Use Rights; Restrictions); 4 (Client Data); 7 (Fees and Payment); 8 (Term and Termination); 9 (Confidential Information); 10 (Nemroot Technology); 11 (Third-Party Providers and Third-Party Products); 12 (Indemnification); 13 (Disclaimers); 14 (Limitations of Liability); 15 (Dispute Resolution); and 16 (General).

9. CONFIDENTIAL INFORMATION

9.1. Obligation of Confidentiality

Except as otherwise expressly permitted in this Agreement, each party (as the receiving party) must: (a) hold in confidence and not disclose the other party's Confidential Information to third parties; and (b) use the other

party's Confidential Information only as necessary to fulfill its obligations and exercise its rights under this Agreement. Each party may share the other party's Confidential Information with its employees, agents, contractors, subcontractors, or Authorized Users having a legitimate need to know (which, for Nemroot, includes the subcontractors referenced in Section 16.6), provided that such party remains responsible for any recipient's compliance with the terms of this Section 9 and these recipients are bound to confidentiality obligations no less protective than this Section.

9.2. Exclusions

These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (a) is or becomes public knowledge through no fault of the receiving party; (b) was known by the receiving party prior to receipt of the Confidential Information; (c) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law, subpoenas, or court orders, provided it uses commercially reasonable efforts to notify the other party (where permitted to do so) and cooperates in any effort by the other party to obtain confidential treatment for the information.

9.3. Remedies

The parties acknowledge that disclosure of Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy, and so upon breach of this Section, each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

10. NEMROOT TECHNOLOGY

10.1. Ownership and Updates

By accepting this Agreement, Client acknowledges that it is obtaining only a limited right to use the Services and irrespective of any use of the words "purchase", "sale", or similar terms, no ownership rights are transferred to Client under this Agreement and, except as expressly permitted by such limited right, Client may not make any use of Nemroot Technology. Client agrees that Nemroot (or its suppliers) exclusively retains all rights, title, and interest (including all intellectual property rights) in and to all Services, products, any and all related documentation, software, technology, code, know-how, logos, trademarks, service marks, AI models, algorithms, and templates (including in any reports or output obtained from the Services), anything delivered as part of support, materials or other services, and any updates, modifications, or derivative works of any of the foregoing, including as may incorporate any Suggestions (as defined below) provided by Nemroot (collectively, "Nemroot Technology") (which is deemed Nemroot's Confidential Information) and reserves any licenses not specifically granted herein.

Furthermore, Nemroot exclusively owns and reserves all right, title, and interest in and to Nemroot's Confidential Information and any data, in anonymized or aggregated form that does not identify you, any end users, or any natural person, generated or derived from the use or operation of the Services, including volumes, frequencies, conversation patterns, AI model performance metrics, and usage statistics for the Services. The Services are offered as an online, hosted product. Accordingly, Client acknowledges and agrees that it has no

right to obtain a copy of the software behind any Services and that Nemroot at its option may make updates, bug fixes, modifications, or improvements to the Services from time-to-time.

10.2. Suggestions

If Client elects to provide any suggestions, comments, improvements, information, ideas, or other feedback or related materials to Nemroot (collectively, "Suggestions"), Client hereby grants Nemroot a worldwide, perpetual, non-revocable, sublicensable, royalty-free right, and license to use, copy, disclose, license, distribute, and exploit any such Suggestions in any manner without any obligation, payment, or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits Nemroot's right to independently use, develop, evaluate, or market products, whether incorporating Suggestions or otherwise.

11. THIRD-PARTY PROVIDERS AND THIRD-PARTY PRODUCTS

Nemroot may, from time to time, contract with a third party to facilitate certain features of the Services, including as described in Section 16.6 of this Agreement. Nemroot may also allow or facilitate Client to make arrangements with other third-party providers that provide products or services in connection with, but which are not included in, the Services as defined in this Agreement ("Third-Party Provider(s)").

If Client elects to use any Third-Party Provider(s) or any applications, integrations, add-ons, software, code, online services, systems, and other products that are not Nemroot Technology ("Third-Party Products") in connection with the Services (including but not limited to CRM systems, DMS platforms, inventory management systems, appointment scheduling platforms, payment processors, or other automotive industry software), such Third-Party Provider(s) or Third-Party Products may make Third-Party Content available to Client and may access Client's instance of the Services, including Client Data.

Client agrees and acknowledges that use of such Third-Party Provider(s) or Third-Party Products may require Client to enter into separate terms and conditions with such third-party. Unless Nemroot expressly agrees otherwise in a signed writing, Nemroot (a) is not a party to any such terms; (b) will not be liable thereunder; (c) does not warrant or support Third-Party Providers, Third-Party Products; or Third-Party Content; and (d) disclaims all responsibility and liability for Third-Party Providers and their access to the Services, including their modification, deletion, disclosure, or collection of Client Data.

Nemroot is not responsible in any way for Client Data once it is transmitted, copied, or removed from the Services. Unless Nemroot expressly states otherwise in signed writing, Third-Party Providers are not "subcontractors" under this Agreement, and Nemroot disclaims all responsibility and liability for the actions or omissions of any Third-Party Providers, including but not limited to Developers.

12. INDEMNIFICATION

12.1. Indemnification by Client

Client will indemnify and hold harmless Nemroot and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the "Nemroot Entities") from and against any third-party claims and related costs, damages, liabilities, and expenses (including reasonable attorney's fees) arising from or pertaining to:

- (b) your violation of, or any claim that you have violated, any applicable Law or third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right;
- (c) any dispute or issue between you and any third party (including but not limited to your Customers, any Developer Partners, and any Third-Party Providers);
- (d) any Client Data;
- (e) Nemroot's use, as contemplated in this Agreement, of any information provided to Nemroot by you or your Customers;
- (f) breach or alleged breach of this Agreement, including Client's warranties and obligations;
- (g) if applicable, any breach or alleged breach of Client's obligations contained in the BAA;
- (h) any claims arising from Client's automotive dealership operations, including but not limited to vehicle sales, service, financing, or warranty claims;
- (i) any violations of automotive industry regulations, consumer protection laws, or advertising standards in connection with Client's use of the Services.

Client also agrees to defend the Nemroot Entities against these claims at Nemroot's request, but Nemroot may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. In the event Nemroot assumes exclusive defense of such claims, Client agrees to cooperate with our defense of any such claims. Client may not settle any claim without Nemroot's prior written consent if the settlement does not fully release Nemroot from liability or would require Nemroot to admit fault, pay any amounts, or take or refrain from taking any action.

12.2. Indemnification by Nemroot

Nemroot will indemnify and hold Client harmless from and against any third-party claims and related costs, damages, liabilities, and expenses (including reasonable attorney's fees) arising from or pertaining to (a) Nemroot's gross negligence or willful misconduct; or (b) Nemroot's infringement, misappropriation, or violation of a third party's intellectual property rights. Nemroot also agrees to defend Client against these claims at Client's request, but Client may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. Nemroot must not settle any claim without Client's prior written consent if the settlement does not fully release Client from liability or would require Client to admit fault, pay any amounts, or take or refrain from taking any action.

12.3. Exclusions to Nemroot's Indemnification

Nemroot will not be required to indemnify Client under Section 12.2(b) above, to the extent that the infringement, misappropriation, or violation of a third party's intellectual property rights arises from: (a) modification of the Services by Client, its Authorized Users, Developer Partners, Third-Party Providers, affiliates, employees, or contractors in conflict with Client's obligations or as a result of any prohibited activity under this Agreement, (b) use of the Services in a manner inconsistent with this Agreement, the Acceptable Use

Policy, the Additional Terms, the Subscription Documentation, or any other agreement related to this Agreement, or (c) use of the Services in combination with any other application, product, or service not provided by Nemroot if such claim would not have occurred without such combination.

13. DISCLAIMERS

EXCEPT AS PROVIDED EXPRESSLY HEREIN, ALL NEMROOT TECHNOLOGY AND RELATED SERVICES, MATERIALS, AND CONTENT AVAILABLE THROUGH THE NEMROOT TECHNOLOGY ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER NEMROOT NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

NEMROOT MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT NEMROOT TECHNOLOGY WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, THAT CLIENT DATA WILL BE ACCURATE, COMPLETE, OR PRESERVED WITHOUT LOSS, OR THAT NEMROOT TECHNOLOGY WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, AND NEMROOT DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NEMROOT SPECIFICALLY DISCLAIMS ANY WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR APPROPRIATENESS OF AI-GENERATED CONTENT OR RECOMMENDATIONS. CLIENT ACKNOWLEDGES THAT AI SERVICES MAY PRODUCE INACCURATE, INCOMPLETE, OR INAPPROPRIATE OUTPUTS AND AGREES TO IMPLEMENT APPROPRIATE HUMAN OVERSIGHT.

NEMROOT WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CLIENT PROPERTIES, THIRD-PARTY PROVIDERS, THIRD-PARTY PRODUCTS, THIRD-PARTY CONTENT, OR NON-NEMROOT SERVICES (INCLUDING FOR ANY DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS), FOR THE COLLECTION, USE, AND DISCLOSURE OF CLIENT DATA AUTHORIZED BY THIS AGREEMENT, OR FOR DECISIONS OR ACTIONS TAKEN (OR NOT TAKEN) BY CLIENT BASED UPON NEMROOT TECHNOLOGY OR NEMROOT'S RELATED SERVICES (INCLUDING CHANGES TO CLIENT PROPERTIES OR BUSINESS OPERATIONS).

THE DISCLAIMERS IN THIS SECTION 13 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR NEMROOT ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE NEMROOT ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. NEMROOT DOES NOT

PROVIDE ITS CLIENTS WITH LEGAL ADVICE REGARDING DATA PRIVACY, AUTOMOTIVE INDUSTRY REGULATIONS, OR COMPLIANCE WITH RELEVANT LAW IN ANY JURISDICTION, AND ANY STATEMENTS MADE BY NEMROOT TO ITS CLIENT(S) DO NOT CONSTITUTE LEGAL ADVICE. USE OF THE SERVICES DOES NOT GUARANTEE COMPLIANCE WITH APPLICABLE LAWS IN ANY JURISDICTION.

14. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL NEMROOT OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST SALES, COSTS OF DELAY, REPUTATIONAL HARM, OR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL NEMROOT'S OR ITS SUPPLIERS' TOTAL LIABILITY EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY CLIENT TO NEMROOT FOR THE APPLICABLE SERVICE(S) OR RELATED SERVICE(S) IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR FREE ACCESS SUBSCRIPTIONS OR BETA RELEASES, NEMROOT'S TOTAL LIABILITY WILL NOT EXCEED IN AGGREGATE FIFTY U.S. DOLLARS (\$50.00 US).

NOTWITHSTANDING THE FOREGOING, NONE OF THE LIMITATIONS IN THIS SECTION 14 EXCLUDES EITHER PARTY'S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE. IN ADDITION, THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION 14 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY SUCH LAW.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 14 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY NEMROOT TECHNOLOGY, OR ANY RELATED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. DISPUTE RESOLUTION

If a dispute arises between the parties related to this Agreement or the Services provided therefrom, and the dispute cannot be settled through informal negotiations, the parties agree to resolve their dispute (referred to herein as "Claim(s)") as follows:

15.1. Mediation

The parties agree to participate in mediation to settle their Claims in accordance with the rules and procedures of a mutually agreed upon mediation service before a party can file a judicial action, whether in a court of law, an administrative body, government agency, or otherwise.

15.1.1. Notice

Mediation must be conducted within sixty (60) days from a party receiving written notice of Claims from a complaining party. The notice must contain a detailed description of the nature of the Claims and the requested relief sought.

15.1.2. Mediator Selection and Mediator Fees

A neutral mediator will be selected as mutually agreed upon by the parties. The mediator's fees and costs will be paid to the mediator at the end of mediation, with both parties equally sharing the mediation costs and paying their own legal fees and costs.

15.1.3. Location

Mediation will occur in a mutually agreed upon location or via video conference.

15.2. Judicial Action

If the parties are unable to resolve the Claim pursuant to the mandatory mediation referenced above (or if one of the parties refuses to participate in the mandatory mediation or fails to respond to a complaining party's request for mediation), the parties may subsequently file a judicial action.

15.3. Disputes Not Subject to the Mediation Process

The following claims or actions are not subject to the mandatory mediation provisions of this Section 15:

15.3.1. A request for an order of injunctive relief and any related incidental damages;

15.3.2. A request for an order to prevent the disclosure of or misuse of Confidential Information or trade secrets; and/or

15.3.3. Enforcement of Client's payment obligations as set forth under Section 7.

16. GENERAL

16.1. Assignment

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign or purport to assign any of its rights or obligations under this Agreement without the advance written consent of the other party (which must not be unreasonably withheld), except that Nemroot may assign this Agreement without consent to an affiliate or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 16.1 will be null and void.

16.2. Notices

Any notice or communication to Nemroot under this Agreement must be in writing. Client must send any notices under this Agreement (including breach notices) by email to legal@nemroot.com. Nemroot may send notices to the e-mail addresses on Client's account or, at Nemroot's option, to Client's last-known postal address. Nemroot may also provide operational notices regarding the Services or other business-related notices through conspicuous posting of such notice on Nemroot's Website or the Services. Each party hereby consents to receipt of electronic notices and agrees that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. Nemroot is not responsible for any automatic filtering Client or its network provider may apply to email notifications.

16.3. Publicity

Unless otherwise specified in the applicable Subscription Documentation, Nemroot may use Client's name, logo, and marks to identify Client as a Nemroot Client on Nemroot's website and other marketing materials.

16.4. Nemroot Communication with Client

You agree that Nemroot may send you emails and text messages, including transactional, operational, and marketing messages, possibly using automated technology, to the email or phone number you provide to Nemroot. Message and/or data rates may apply to such messages, and you may opt out at any time. You will keep your contact information up to date and will notify Nemroot immediately in the event that your contact information changes.

16.5. Referral Programs

Nemroot may, from time to time, and in its sole discretion, offer referral programs or opportunities to certain Nemroot clients or users. Such programs or opportunities may include incentives for such clients or users to promote Nemroot and/or its Services to their colleagues or business contacts in the automotive industry. Participation in such programs or opportunities is completely voluntary and is subject to this Agreement and any applicable Referral Program Terms. Nemroot may modify, discontinue, or terminate any referral program or similar opportunity at any time, without notice.

16.6. Subcontractors

Nemroot may use subcontractors and permit them to exercise the rights granted to Nemroot in order to provide the Services and related services under this Agreement. Except as otherwise set forth in the DPA, Nemroot will not be required to obtain Client's consent or provide notice of such subcontracting or delegation. To avoid any doubt, Nemroot remains responsible for the performance of its obligations or the exercise of its rights under this Agreement regardless of any subcontracting or delegation.

16.7. Subpoenas

Nothing in this Agreement prevents Nemroot from disclosing Client Data to the extent required by law, subpoenas, or court orders, but Nemroot will use commercially reasonable efforts to notify Client where permitted to do so.

16.8. Independent Contractors

The parties to this Agreement are independent contractors, and this Agreement does not create a partnership, joint venture, employment, franchise, or agency relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

16.9. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations under this Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, disruption in transportation systems, disruption of labor force, national or state emergency, epidemic, pandemic, communicable disease outbreak, failure or reduction of power or telecommunications or data networks or services, or government act or order.

16.10. Amendments; Waivers

Nemroot may update or modify these Terms (including the Additional Terms and any referenced policies and other documents) from time to time by giving reasonable notice and posting a revised version on the Website or Services or by notification via the email associated with your account. If a change to these Terms materially modifies your rights or obligations, you may be required to click through the updated Terms to show acceptance and to continue to use the Services. Material modifications are effective upon the earlier of your acceptance of the modified Terms or upon your next subsequent Subscription Term. Immaterial modifications will become effective upon posting or notification, and continued use of the Services or Website, following the update, will constitute acceptance of the updated Terms.

If Client does not agree to the updated Terms, Client will no longer have the right to use the Services, except where applicable Law requires different treatment. Except as otherwise described in this Section 16.10, any modification, supplementation, replacement, novation or amendment to this Agreement must be made in writing and signed by a duly authorized representative of each party (each in its discretion). No waiver will be implied from conduct or failure to enforce or exercise rights or delay in exercising any right under this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement

will not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision. Waivers must be made in writing and executed by a duly authorized representative of the waiving party.

16.11. Headings

The headings used in this Agreement are for ease of reference only. They are not intended as a complete restatement of the matters contained under each heading, and you acknowledge that you have read and understand all the text of this Agreement, and not just the headings.

16.12. Severability

If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect, and all other provisions remain in full effect.

16.13. No Third-Party Rights

Nothing in this Agreement confers on any third party the right to enforce any provision of this Agreement. Client acknowledges that each Subscription only permits use by and for the legal entity or entities identified in the Subscription Documentation and not any affiliates. Furthermore, Client's affiliates are not permitted to use the Services under these Terms unless an affiliate agrees to these Terms individually and creates its own account.

16.14. Attorneys' Fees and Costs

The substantially prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs for the action.

16.15. Entire Agreement

This Agreement, including these Terms and any applicable Subscription Documentation, represents the parties' complete and exclusive understanding relating to the Agreement's subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Nemroot Technology or any other subject matter covered by this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. Any terms provided by Client (including as part of any purchase order or other business form used by Client) are for administrative purposes only and have no legal effect.

16.16. Counterparts; Electronic Transmission

This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all

purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

16.17. Governing Law; Jurisdiction and Venue

This Agreement is governed by the laws of the State of Texas and the United States, without regard to choice or conflict of law rules thereof. The exclusive jurisdiction and venue for actions related to the subject matter of this Agreement will be the state and federal courts located in Harris County, Texas, and both parties submit to the personal jurisdiction of these courts.

Effective Date: December 1, 2025

Contact Information: Nemroot Technologies LLC Email: legal@nemroot.com Support: support@nemroot.com

Last Updated: December 1, 2025