

ADDENDUM TO MASTER SERVICES AGREEMENT

This Addendum is attached to, and made a part of the Master Services Agreement and applicable Schedules to the Master Services Agreement between the undersigned (the “Agreement”), which is amended as follows:

1. Client agrees to use CDK’s Hailer product (the “Product”) through the Fortellis Automotive Commerce Exchange in accordance with the provisions set forth in this Addendum and the Lyft Terms of Service set forth on Exhibit A hereto, during the term set forth on the related Schedule. Client shall pay to CDK the fees presented by and associated with the Product (the “Fees”). Client acknowledges that use of the Product will integrate with Client’s dealer management system and may include running routines and programs not part of Client’s ordinary business routine. For purposes of Exhibit A hereto, Lyft, Inc. (“Lyft”) is considered an intended third party beneficiary of Client’s actions under this Addendum.

2. A. The Product and all related documentation, including this Addendum, are confidential and proprietary in nature and shall remain the sole property of CDK. The confidential and proprietary information shall be returned to CDK at any time upon CDK's request. The Product shall not be removed from its original installation point without CDK's prior written consent.

B. In the event of any unauthorized disclosure by Client of any confidential or proprietary information, CDK shall have the right, in addition to such other remedies which may be available, to seek injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate.

3. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

4. Except as expressly amended hereby, the Agreement remains in full force and effect. This Addendum supersedes any prior understanding, or agreements, whether written or oral, between the parties pertaining to the matter covered herein.

CDK GLOBAL, LLC

SIGNATURE:

By:

Dealer Name: _____

Name: _____

Title: _____

Date: _____

LYFT TERMS OF SERVICE

These Lyft Business Terms of Service (the “**Agreement**”) apply to the company identified on the Addendum to which this Exhibit is made a part (“**Partner**”) and Lyft, Inc., a Delaware corporation (“**Lyft**”). Lyft operates a ridesharing platform (“**Lyft Platform**”) and mobile application (the “**Lyft App**”) which allows individuals the opportunity to request transportation from one location to another. The transportation services are provided by authorized drivers using their own vehicles (“**Drivers**”) and not by Lyft. Lyft provides an integrated management solution to administer, track and view transportation spend for rides arranged through the Concierge Platform (each, a “**Ride**”) taken by authorized users (each, a “**User**”). Additionally, Lyft has developed various application programmable interfaces (“**APIs**”) which, through an integration with software (the “**Integration**”) provided by CDK Global, LLC (“**Technology Partner**”), allow Company the ability to i) request Rides on behalf of third parties without the use of the Lyft App (“**Concierge Platform**”), and iii) transmit Ride Program Credits (as defined below) to third parties (“**Ride Program Platform**”, collectively, the “**Lyft Business Program**”). The Company is an entity that desires to participate in the Lyft Business Program, and Lyft and Company agree to launch the Lyft Business Program in accordance with the terms of this Agreement.

1. Lyft Business Program

Access to the Lyft Business Program. During the Term, Lyft hereby grants Company a non-exclusive, non-transferrable limited license to use the Concierge Platform, and the Ride Program Platform via the Integration, solely in connection and in accordance with the Lyft Business Program (the “**Program**”) to i) request Rides, and/or ii) provide Company’s Users with Ride Program Credits solely in connection with the applicable Ride Program.

Company shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Platform, Concierge Platform, the Ride Program Platform, Lyft App, Dashboard, Concierge Platform, Lyft website, and the Program (collectively, the “**Lyft Materials**”); (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to Company under this Agreement.

2. Dashboard and Administrators. In order to utilize the Concierge Platform, and the Ride Program Platform, Company will require access to an online portal, owned and hosted by Lyft or the Technology Partner (the “**Dashboard**”), through which Company may view, add or remove Users, request Rides, transmit Ride Program Credits, generate reports of User activity and/or place certain restrictions on Users’ activity. Company will designate at least one (1) authorized personnel to serve as Company’s administrator (each, an “**Administrator**”) to access and use the Concierge Platform, and/or the Ride Program Platform, and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. Company will take all reasonable precautions to prevent unauthorized access to or use of the Ride Program API and notify Lyft promptly of any known unauthorized access or use. Company is solely responsible for all of its use of the Concierge Platform, and the Ride Program Platform under its Administrator account(s). Company will indemnify Lyft for all activity occurring under Company’s Administrator’s account(s), except to the extent caused by Lyft’s breach of this Agreement, and this obligation shall survive termination of this Agreement. Company will contact Lyft upon known or suspected unauthorized use of Company’s Concierge Platform, and/or the Ride Program Platform accounts.

3. Concierge

a. **Concierge Platform.** To submit a ride request through the Concierge Platform (a “**Request**”), an Administrator will be required to provide all relevant information for the Ride, including but not limited to, the User’s first and last name, pick-up and drop-off location, and telephone number (collectively, “**User Information**”). Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. The Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request (the telephone number of the User is masked to the Driver and the Driver will never have visibility into the actual telephone number of the User – further, the Driver will only be able to use the masked number between acceptance of the Request and completion of the Ride). If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Concierge Platform. In the event of a cancellation by a Driver, Company will be notified of such cancellation via the Dashboard. Any Requests cancellations by Company or no-shows by Users will be subject to Lyft’s cancellation policy. Company will pay Lyft for all Rides under the Concierge Platform, which may include a tip paid directly to the Driver (“**Concierge Rides**”). All Concierge Rides are subject to prime time surcharges and Driver availability.

b. **Consents.** If Company submits a Request through the Concierge Platform, Company consents on behalf of itself and each User to allow Lyft to use the User Information, including using such User Information to (a) transmit the Request via the Lyft Platform to available Drivers; (b) send transactional SMS texts to the User or call the User to provide information relating to the User’s Ride; (c) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick up and drop off location; (d) notify the User that the Ride has arrived, including by means of a phone call and/or sending automated SMS texts; and (e) use and store the User Information for the internal purposes of Lyft, subject to Lyft’s Privacy Policy (<https://www.lyft.com/privacy>). Company represents and warrants that it has obtained all necessary consents from each User to share such User Information for the purposes set forth herein. Company agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third-party Claims arising out of or related to Company’s failure to obtain the required User consents set forth in this Agreement, and/or Company’s breach or failure to comply with applicable law, including but not limited to the Telephone Consumer Protection Act of 1991 (as amended), and the CAN SPAM Act of 2003. It is the responsibility of Company to ensure that User Information is accurate and complete, and Lyft shall not be liable to Company, a User, or any other party with respect to inaccurate or incomplete User Information supplied by Company.

c. **Quoted Fare.** When using the Concierge Service, Lyft will quote Company a Ride charge at the time of the Request (the “**Quoted Fare**”) which Company agrees to pay in accordance with the Payment section of the Agreement. The Quoted Fare is calculated based on time, distance, time of day, and other variables as determined by Lyft. The Quoted Fare is subject to change until the Request is made. In the event the Quoted Fare is not available due to a variety of reasons, including but not limited to, i) Rides scheduled more than seven (7) days in advance, ii) Requests submitted with an expired token, iii) Flexible Rides, which allow Users to add the pickup time to a previously defined Request when they are ready to take the Ride, and iv) and circumstances outside of Lyft’s control, including but not limited to traffic or road conditions, Lyft will charge Company and Company will pay a variable fare which consists of a base charge and incremental charges based on the duration and distance of the Ride (the “**Variable Fare**”) along with other applicable fees, tolls, surcharges, Prime Time, and taxes as set forth on the applicable market’s Lyft Cities page (www.lyft.com/cities). Lyft does not guarantee that the Quoted Fare will be equal to a Variable Fare for the same Ride.

d. **Disputes.** Company may notify Lyft in writing (email will suffice) in the event Company, in good faith, disputes any Variable Fare paid or payable by Company under the Agreement. Company will provide such notice to Lyft within thirty (30) days of the date of invoice and the parties will work together to resolve the applicable dispute promptly. Upon expiration of the thirty (30) day period described in this Section, Company will not be entitled to dispute any Variable Fares paid or payable by Company. For clarity, disputes

are only permitted on Variable Fares, not Quoted Fares. Notwithstanding the foregoing, all fees and taxes not in dispute must be paid in accordance with the Payment Terms section of the Agreement.

4. Ride Program Platform

a. **General.** The Ride Program Platform allows Company the ability to create and set criteria for individualized programs for the purpose of issuing Lyft Credits to authorized Users, (each individual program, a “**Ride Program**”). A “**Lyft Credit**” is defined as credit made available for use on the Lyft Platform to be applied towards rides arranged via the Lyft App. Company can customize each Ride Program by setting restrictions and/or criteria for the Lyft Credits associated with such Ride Program (the “**Ride Program Credits**”) and invite certain Users to the applicable Ride Program to receive the Ride Program Credits.

b. Ride Program.

i. Inviting Users to a Ride Program. To invite an individual to join a Ride Program, Company must provide (a) the specific Ride Program identification number (generated by Lyft upon Company’s creation of a new Ride Program), and (b) at least one of the following: (i) the User’s identification number (generated by Lyft upon adding a User to a Ride Program for the first time), (ii) the User’s email address, or (iii) the User’s mobile phone number (collectively, “**Ride Program User Information**”).

ii. Deposit and Use of Ride Program Credits. Upon adding an individual to a Ride Program, Lyft will, on Company’s behalf and at Company’s direction, send a text message, email, and/or in-app communication i) informing the User that the User has been added to the specified Ride Program and the requisite Ride Program Credits have been deposited into the User’s Lyft account, and ii) instructing the User to download the Lyft App and create and Lyft account to active their Ride Program Credits if such User does not already have a Lyft account. To use the Ride Program Credits, Users must take qualifying Ride(s) that meets the applicable Ride Program’s requirements. For rides taken by Users that exceed the amount of Ride Program Credits available to such User, Lyft will charge User’s personal payment method on file.

iii. Consents. By creating a Ride Program and by adding a User to such Ride Program, Company consents and represents on behalf of itself and each User to allow Lyft to use the Ride Program User Information to (a) send, on Company’s behalf and at Company’s direction, transactional SMS texts, emails, and/or other in-app communications to the User relating to the Ride Program and the provisioning, canceling, or modification of Ride Program Credits; and (b) use and store the User’s personal information for the internal purposes of Lyft, subject to Lyft’s Privacy Policy (<https://www.lyft.com/privacy>). Company represents and warrants that (i) Company will only invite Users to join the Ride Program(s) who are eighteen (18) years of age or older, and fit to engage in a Ride; and (ii) Company has obtained all necessary consents from each User to share such Ride Program User Information for the purposes set forth herein. Company agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third-party Claims arising out of or related to Company’s i) failure to obtain the required User consents set forth in this Agreement, and/or ii) breach of Company’s representations and warranties and/or applicable law, including but not limited to the Telephone Consumer Protection Act of 1991 (as amended), and the CAN SPAM Act of 2003. It is the responsibility of Company to ensure that Ride Program User Information is accurate and complete, and Lyft shall not be liable to Company, a User, or any other party with respect to inaccurate or incomplete Ride Program User Information supplied by Company.

5. **Exclusions.** In the sole discretion of Lyft, Lyft may prohibit Company from requesting Rides, and from providing Ride Program Credits to a User if Lyft reasonably believes such User, Sender, or Recipient has violated Lyft’s Terms of Service for Users or engaged in conduct that poses a risk to the safety of a Driver or other third party. Lyft will provide notice to Company and include all **User Information** available to Lyft to

assist Company in identifying the excluded User (“**Excluded User**”). Following the date of effective notice, Company shall not provide Rides, nor Ride Program Credits in connection with the Excluded User. In the event, Company subsequently submits a Request, or attempts to provide Ride Program Credits on behalf of, to, or in connection with an Excluded User, Company will be determined to be in material breach of this Agreement and Lyft may terminate this Agreement immediately. Company agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third-party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys’ fees), judgments and other expenses (“**Claims**”) arising out of or related to any breach of this obligation by Company.

6. Payment. Company will be required to establish a Company billing method for use of the Concierge Platform, the Ride Program Platform and all related fees shall be invoiced to Company’s Billing Method (Company may delegate payment responsibilities to a third party, provided however that Company remains responsible for any unpaid amounts). Lyft shall invoice Company for all applicable charges on a monthly basis. All invoices shall be paid, without offset or deductions, within thirty (30) days of the date of invoice. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law. Lyft may also suspend Company’s account in the event the applicable payments are not received when due.

7. Term & Termination.

a. Term. This Agreement will begin on the Effective Date and continue for twelve (12) months (“**Initial Term**”) after which it will automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”) unless either party provides a written non-renewal notice at least thirty (30) days before the end of the Agreement Term or as otherwise provided in this Agreement. The Initial Term and all Renewal Terms shall be considered the “**Term**”. The Agreement shall run separately and independently from the Agreement.

b. Termination for Cause. This Agreement may be terminated by either Party, by written notice to the other Party, in the event of a material breach by the other Party of any material term or condition of the Agreement that remains uncured for ten (10) days after receipt of written notice thereof from the non-breaching Party. Termination by either Party for breach shall be in addition to any other remedies the non-breaching Party may have for such breach. Either Party may terminate the Agreement immediately by written notice to the other Party upon: (i) the other Party becoming insolvent; (ii) the other Party’s initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other Party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party’s property; or (v) the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

c. Effects of Termination. Upon termination or expiration of this Agreement, all rights, obligations and licenses of the Parties hereunder shall cease and each Party shall promptly return to the other or, if so directed by the other party, destroy all originals and copies of any Confidential Information and all information, records and materials developed therefrom. Notwithstanding the foregoing, the provisions of Sections 3-16 and any remedies for breach of this Agreement, shall survive any termination or expiration of the Agreement.

8. Confidentiality. Each party (“**Discloser**”) may disclose certain information to the other party (“**Recipient**”) that is deemed “Confidential Information” of the Discloser. The terms and conditions of this Agreement, the Lyft Materials, and any confidential or proprietary information disclosed by or on behalf of Discloser to Recipient, or observed by Recipient in connection with this Agreement constitutes “**Confidential Information**”. Recipient shall use the Confidential Information solely to fulfill its obligations and exercise its rights under this Agreement, and all Confidential Information shall remain at all times the sole and exclusive property of Discloser. Recipient shall hold Discloser’s Confidential Information with at least the same degree

of care as it holds its own Confidential Information and shall not make any disclosure of such Confidential Information to any person or entity, or per any legal process without prior advanced notice to the Discloser (if permissible), without Discloser's prior written consent except to Recipient's employees, agents and contractors, and service providers who have a need to know such information and are subject to enforceable obligations, no less stringent than those set forth herein, to maintain the confidentiality of such information. "Confidential Information" does not include User Information and any information or materials disclosed to the Recipient by Discloser which Recipient can demonstrate by means of written evidence: (i) was already rightfully known to Recipient at the time of its receipt hereunder as shown by contemporaneous documents in the Recipient's files; (ii) is or becomes generally available to the public other than by means of the Recipient's breach of its obligations under this Agreement; (iii) is independently obtained from a third party whose disclosure violates no duty of confidentiality; or (iv) is independently developed by or on behalf of the Recipient as shown by contemporaneous documents in Recipient's files without use of or reliance on any Confidential Information of Discloser.

9. Representations and Warranties. Each Party represents and warrants to the other that it has the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

Additionally, Company represents and warrants that it has all rights, permissions, and consents necessary to comply with the Telephone Consumer Protection Act ("TCPA") and any other applicable federal, state and local laws, rules or regulations for Company and/or Lyft to use an automatic telephone dialing system to call, text or otherwise contact the recipient associated with the phone number provided by Company (whether a Company User or otherwise) including via SMS text message or voice call, related to a Request by Company or Concierge Ride taken by a Company User. Company acknowledges and agrees that by requesting rides for an individual by the Concierge Platform or Lyft API, such individual shall receive automated SMS messages or phone calls related the Ride.

10. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, LYFT MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY PRODUCTS, SERVICES, OR THE LYFT MATERIALS PROVIDED BY SUCH PARTY OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, NOR WITH RESPECT TO ANY THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

11. No Consequential Damages. EXCEPT IN CONNECTION WITH AN INDEMNIFICATION OR CONFIDENTIALITY OBLIGATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, COSTS OF COVER, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE RESULTS OF ANY SERVICES) ARISING UNDER THIS AGREEMENT, OR IN THE COURSE OF IT PROVIDING ANY SERVICES TO THE OTHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES ARISING UNDER THIS AGREEMENT, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, ONE HUNDRED THOUSAND DOLLARS

(\$100,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY COMPANY FOR CHARGES INCURRED BY USERS OR INDEMNIFICATION OBLIGATIONS OF COMPANY, NOR SHALL IT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY.

13. Ownership and Feedback. Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Platform, Concierge Platform, or any other products or services, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to Company or any User in connection with this Agreement. Company acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Program (“**Feedback**”), provided by Company to us are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Company or any User.

14. Miscellaneous. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. Company's use of the Program is subject to this Agreement, as may be modified or updated by Lyft from time to time, effective upon posting of an updated version here. Lyft will provide Company with a notice of any such modifications or updates via email and/or the Dashboard, and Company is responsible for regularly reviewing the Agreement. Continued use of the Program after any such modifications or updates shall constitute Customer's consent to such changes. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venture of the other. This Agreement shall not be construed to prohibit Lyft from entering into the same or similar agreements with other parties. In the event that any provision or provisions of this Agreement will be held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. Any ambiguity contained in this Agreement shall not be construed against any party as the draftsman, but shall be construed in accordance with its fair meaning. Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party. Unless otherwise agreed to by the parties, each party will be responsible for the costs and expenses incurred by it in connection with this Agreement. This Agreement will be governed by laws of the State of California, without regard to its conflict of laws principles. The parties consent to the personal and exclusive jurisdiction of courts located in the County of San Francisco, California. Each party waives a jury trial in any matter arising out of or relating to this Agreement. Neither party may assign this Agreement (by operation of law or otherwise) without the prior written consent of the other party, and any prohibition assignment or sublicense will be null and void. Notwithstanding the foregoing, either Party may assign this Agreement to an affiliate or in the event of a merger, sale, or acquisition of all or substantially all of the assigning party's assets or stock. This Agreement will be binding upon and will inure to the benefit of the parties permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure of either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. All notices hereunder shall be in writing and shall be sent to the addresses set forth herein, or to such other addresses as either party shall have notified to the other party. This Agreement may be executed and delivered in one or more counterparts, by facsimile, email, in person or otherwise, each of which will be deemed an original, but all of which together will constitute one and the same instrument.