

DEALER AGREEMENT

This Dealer Agreement, along with any documents incorporated by reference (“Agreement”) govern Dealer’s use of and access to the Services.

“Dealer” means the retail automobile dealership indicated in a Dealer’s instance of the Fortellis Platform and selected by a User to enter into this Agreement.

“Effective Date” means the date Dealer accepts the terms of this Agreement in the Fortellis Platform.

“Fortellis Platform” means the systems designed to allow retail automobile dealers to integrate with certain applications, including the Salty Application.

“Salty” means Salty Dot Insurance Agency, LLC.

“Salty Application” means a digital platform and process for the Dealer to generate leads to Salty.

“Services” means the products and services made available by Salty to Dealer, including underwriting, administering, and distributing various insurance products.

“User” means an authorized user of a Dealer’s Fortellis Platform account. Any User represents that they have legal authority to bind Dealer to this Agreement.

Each of Dealer and the Salty are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

1. Appointment. Salty appoints Dealer as a lead generator to advertise the Services. Dealer will utilize Salty’s platform to: (a) advertise the Services solely using promotional materials provided by or approved by Salty, and b) conduct itself in a manner that reflects favorably on the goodwill and reputation of Salty.
2. Consideration. In return for agreeing to the terms of this Agreement, Dealer is receiving consideration to which it would not otherwise be entitled, the receipt and sufficiency of which is hereby acknowledged.
3. Salty Commitments. Salty covenants and agrees that it shall:
 - (a) provide insurance quotes (each an “**Insurance Quote**”) to leads upon receipt of request, consent, and information;
 - (b) with its underwriter(s), provide a call line to answer questions regarding the Services, it being understood that Dealer’s personnel may not answer questions regarding the Services;
 - (c) obtain all necessary entity and personnel license(s) to act as an insurance producer, where Salty intends to provide the Services, and maintain the licenses for the duration of the Term.

Salty.

Salty Dot Insurance Agency, LLC
215 Admiral Byrd Rd, #150, Salt Lake City, UT 84116
+1.800.953.2802 wearesalty.com

4. Dealer Commitment. Dealer covenants and agrees it shall:
- (a) in all material respects, comply with and ensure its personnel's compliance with all applicable laws, rules and regulations, including without limitation, all insurance laws relating to this Agreement.
 - (b) Not, and ensure its personnel does not engage in any activity that may be construed as selling, negotiating and/or soliciting insurance as defined by applicable insurance laws, including without limitation (i) executing, binding, issuing or delivering an insurance policy, (ii) advising as to insurance needs or insurance matters, (iii) explaining or interpreting, or offering of opinions or recommending, insurance coverages, exposures, limits, premiums, rates, deductibles, payment plans, or any other insurance contract, (iv) urging applicants or potential applicants for insurance coverage to purchase a particular insurance policy or to purchase insurance from a particular insurance company or through a particular insurance producer, and (v) any other activities involving the sale or execution of an insurance policy.
 - (c) obtain consent from prospective customers to send lead information to Salty prior to sending any such information;
 - (d) not represent and prevent any personnel from representing themselves as Salty employees or agents with regard to the Services;
 - (e) collect, process, and keep all information and data collected under this Agreement in accordance with the Data Processing and Security Agreement found at www.wearesalty.com/termservice, as updated from time to time;
 - (f) permit and assist (i) Salty and Dealer's vendors to integrate Salty into Dealer's systems or processes which are necessary for provision of the Services (the "**Necessary Systems**"), and (ii) Salty to access and process the data in the Necessary Systems which are necessary for provision of the Services; and
 - (g) refrain from performing any services that compete with the Services.

Upon a violation of this Section, Dealer shall immediately provide notice to Salty detailing the circumstances of such violation.

5. Term and Termination. This Agreement has a term of three (3) years (the "**Term**"), beginning on the Effective Date, and will renew automatically for another Term unless earlier terminated.

Dealer may terminate this Agreement for any reason and at any time upon provision of written notice to Salty. Salty may terminate this Agreement immediately for Dealer's material breach by delivering written notice specifically stating the circumstances of such material breach. If either Party becomes bankrupt or insolvent, makes an unauthorized assignment of this Agreement for the benefit of creditors, goes into liquidation, has proceedings initiated against it for the purpose of seeking a receiving order or winding up order, or applies to the courts for protection from its creditors, the other may immediately terminate this Agreement upon written notice. If either party receives notification that its applicable licenses are in jeopardy or have been revoked or that the promotion of Services or commitments under this Agreement are illegal under applicable statutes or regulations, state government, or another government or quasi government entity, that party shall promptly notify the other. If either party decides, in its reasonable discretion, that compliance is not feasible following notification, such party may immediately terminate

this Agreement by providing written notice to the other. Any such termination by Salty will be construed as a termination for material breach.

6. Schedules and Exhibits. The attached schedule and the Data Processing and Security Agreement are hereby incorporated by reference with the same force and effect as though set forth herein.

SCHEDULE 1 Standard Contract Terms

1. Representations and Warranties. Each party represents and warrants that it (a) is duly organized, validly existing, and in good standing under applicable laws, and have full power and authority to conduct business where it is presently being conducted; (b) has all requisite authority, and have taken all actions necessary to execute and deliver this Agreement and to perform their obligations under this Agreement, and this Agreement when duly executed and delivered will be valid, binding and enforceable; (c) execution, delivery, or performance of this Agreement and compliance with the provisions of this Agreement, will not: (i) violate any provision of, or constitute a default under any material agreements, instruments, or obligations; or (ii) to its knowledge, violate any statute, rule, regulation, ordinance, code, order, judgment, ruling, writ, injunction, decree, or award.

2. Release, Indemnity; Indemnification. Each party shall release, indemnify, and, if requested, defend the other and its officers, directors, agents, subsidiaries, affiliates, and employees (collectively, the "Indemnitees"), from and against any third party loss, liability, damage, cost or expense, including without limitation reasonable costs and reasonable attorneys' fees (collectively, the "Damages") to the extent arising from or out of or connected to the other's material breach of any representation, warranty, or covenant contained herein, or any other provision binding such party contained in this Agreement. Such indemnification, hold harmless, and right to defense will not be applicable to the extent the Damages arise as a result of a negligent act or omission of applicable Indemnitees.

3. Insurance. Salty shall maintain general liability insurance and errors & omissions insurance in line with industry standards throughout the Term of this Agreement and for one (1) year following termination.

4. Intellectual Property. Each party shall remain the sole and exclusive owner of all of its own trademarks, copyrights, patents, trade secrets, information and other intellectual property (collectively, "Intellectual Property"). Dealer hereby provides a non-exclusive, royalty free, perpetual, irrevocable license to Salty to use information or data obtained in providing the Insurance Quotes to further develop and improve the Services. Additionally, each party grants the other a revocable, royalty free license during the Term to display its name and logo, as updated from time to time, in relation to promotion of the Services. If either party objects to the other's use of its name, marks, or logo, such party may send written notice of the objectionable use and the receiving party shall cease such. Each party represents and warrants that it has full right and title to its Intellectual Property.

5. Confidential Information. During the Term, either party (as the "Disclosing Party") may disclose to the other party (as the "Receiving Party") sensitive or proprietary information, (collectively, "Confidential Information"). Confidential Information does not include information that

- a. is or becomes generally available to the public other than as a result of a breach of this Section;

- b. becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- c. as known by the Receiving Party before being disclosed by the Disclosing Party; or
- d. was or is independently developed by the Receiving Party without reference to any of the Disclosing Party's Confidential Information.

The Receiving Party shall safeguard the Disclosing Party's Confidential Information with at least the same care as the Receiving Party would protect its own Confidential Information, but not with less than a commercially reasonable degree of care; not use the Disclosing Party's Confidential Information, or permit it to be accessed, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and not disclose any Confidential Information to any person or entity, except as required to perform its obligations under the Agreement.

6. Survival. The obligations contained in this Agreement that, by their nature, are intended to survive expiration or termination of this Agreement shall survive such termination.

7. Choice of Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Utah.

8. Assignment. Either party may assign this Agreement without the consent of the other, provided that the new party is duly bound by the terms of this Agreement and assumes all obligations for performance of the same.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties as well as their respective successors and permitted assigns.

10. Notices. All notices under this Agreement must be in writing and delivered (i) via electronic mail with delivery and read receipt requested or (ii) delivered in person to the other party, at the address of such party set forth below, or to such other address as the party may provide in writing:

If to Salty:

215 N. Admiral Byrd Rd Ste. 150
Salt Lake City, UT 84116
Attn: Legal
Email: contracts@wearesalty.com

If to Dealer:

The Dealer address listed in the Fortellis Platform
Email: The Dealer email address(es)

11. Severability. If any provision of this Agreement is held to be unenforceable, then such provision shall be modified to reflect the parties' intent, consistent with applicable law.

12. Force Majeure. Each party will be excused from performance of its obligations under this Agreement if, and only to the extent that, the non-performance occurs by reason of an act of God, including but not limited to fire, flood, storm, earthquake, epidemic, or natural disaster, or war or national

emergency (“Force Majeure”), provided that the applicable party shall have used commercially reasonable efforts to minimize the effects of the Force Majeure and resume performance.

13. Non-Waiver. Waiver of any breach of this Agreement, or failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy hereunder, will not constitute a waiver of such provision or affect the validity of this Agreement. The waiver of any default by either party will not be deemed a continuing waiver, but will apply to the instance in which such waiver was directed.

14. Entire Agreement; Amendments. This Agreement, including the schedules hereto and the Data Processing and Security Agreement, constitutes the entire agreement between Salty and Dealer. No amendment to this Agreement is effective unless it is in writing signed by both parties.

15. Electronic Signatures. Your completion and submission of this Dealer Agreement in the Fortellis Platform confirms your acceptance of the terms contained in this Agreement and is binding upon the parties. Dealer agrees that by clicking on “Sign,” “Confirm,” or a similar button through Fortellis Platform, Dealer is creating a legally valid and enforceable signature just as if the relevant document was signed by Dealer in hardcopy.

16. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. Copies of signatures and signatures conducted and received by electronic or digital methods are deemed to be originals. Any ambiguity or inconsistency in this Agreement is to be resolved in accordance with the most reasonable construction and not strictly for or against either party. The parties agree that they are independent contractors of one another and that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or like relationship between the Parties with respect to the subject matter hereof. Neither Party shall be liable for the obligations of the other Party.