

Master Online Service Agreement

AOA izmo, LLC ("AOA")

TERMS AND CONDITIONS

BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THIS MASTER ONLINE SERVICE AGREEMENT ("AGREEMENT"), YOU: (1) AGREE TO THESE TERMS AND CONDITIONS GOVERNING YOUR USE OF AOA'S ONLINE SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"); (2) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY; AND (3) YOU CONFIRM THAT YOU HAVE READ THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST CLICK ON THE "I DECLINE" BUTTON BELOW AND YOU WILL NOT BE PROVIDED WITH ACCESS TO THE SERVICE.

1. License Grant & Restrictions

AOA hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by AOA and its licensors.

It is understood and agreed that the foregoing grant of a non-exclusive license does not preclude AOA from using, or licensing the Service to third parties. Your use of the Service will be subject to the terms of use posted at <http://www.aoaizmo.com> as of the date hereof. All terms of use shall be at AOA's sole discretion and shall be subject to change upon prior notification to you.

You may not access the Service if you are a direct competitor of AOA, except with AOA's express prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You may use the Service only for your internal business purposes. You shall not use the Service for any unlawful purpose or activity. You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other

harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

2. Your General Responsibilities

You are responsible for all activity occurring under your User accounts. You shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including without limitation those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify AOA immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to AOA immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another AOA user or provide false identity information to gain access to or use the Service.

3. Accessory Information and Data

AOA provides all data to you for marketing purposes only and does not take any responsibility for the accuracy of the pricing or other claims made by the manufacturer of parts listed in the Content. You are responsible for confirming (i) the purchase price of parts, and (ii) financing terms, and (iii) vehicle information. You are also responsible for ordering all automobile accessories directly from the applicable manufacturer or a distributor.

4. Intellectual Property Rights

AOA (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the AOA Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the AOA Technology or the Intellectual Property Rights owned by AOA. The AOA name, the AOA logo, and the product names associated with the Service are trademarks of AOA or third parties, and no right or license is granted to their use.

5. Fees and Payment

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms stated on your Order Form, subject to change as stated below. Payments must be made monthly in advance unless otherwise mutually agreed upon in an Order Form. All payment obligations are noncancelable and all amounts paid are nonrefundable. AOA's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on AOA's income.

You must provide AOA with valid credit card or purchase order acceptable to AOA as a condition to activation of the Service. AOA reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

You agree to provide AOA with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and the name and telephone number of

an authorized billing contact and Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, AOA reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact AOA in writing within 60 days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

6. Renewal

AOA will charge and collect fees in advance of your use of the Service. AOA will automatically renew on a month-to-month basis and bill your credit card or issue an invoice to you upon the expiration of the then-current License Term. . The charge to you on renewal will be equal to the fees in effect during the prior term, unless AOA has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter.

7. Non-Payment and Suspension

In addition to any other rights granted to AOA herein, AOA reserves the right to suspend or terminate this Agreement and your access to the Service without prior notice if payments on your account are late or in arrears of the balance due (“Delinquent”). You will continue to be charged for User licenses during any period of Service suspension. Account balances that are not paid when due are subject to a service fee of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less. You will be responsible for payment of all expenses of collection on your account. If you or AOA initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Fees and Payment section above. You agree that AOA may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

AOA reserves the right to impose a reconnection fee in the event your access to Service is suspended and you thereafter request access to the Service. You agree and acknowledge that AOA has no obligation to retain your Customer Data and that your Customer Data may be irretrievably deleted if your account is Delinquent for 30 days or more.

8. Termination On Expiration or Without Cause

This Agreement commences on the Effective Date. The Initial Term will be as mutually agreed upon in an Order Form, commencing on the date you agree to pay for the Service or on the start date of the Order Form. Notwithstanding anything herein to the contrary, either party may terminate by providing 30 days prior written notice.. In the case of free trials, a notification from AOA indicating the remaining number of days in the free trial shall constitute notice of termination; provided, however, that AOA may terminate a free account at any time in its sole discretion.

In the event this Agreement is terminated (other than by reason of your breach), AOA will make available to you a copy of your Customer Data in electronic format within 30 days of termination if you so request at the time of termination. You agree and acknowledge that AOA has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

9. Termination for Cause

Any breach of this Agreement by you, including without limitation a default of your payment obligations or unauthorized use of the AOA Technology or the Service, will be deemed a material breach of this Agreement. AOA, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that AOA has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement (as determined in AOA's reasonable discretion), including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

10. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. AOA represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the specifications published for the Service and available at <http://www.aoaizmo.com> under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

11. Mutual Indemnification

You shall indemnify and hold AOA, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement; provided in any such case that AOA (a) gives written notice of the claim promptly to you, (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release AOA of all liability and such settlement does not affect AOA's business or the Service), (c) provides to you all available information and assistance, and (d) has not compromised or settled such claim.

AOA shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service, exclusive of your Customer Data, directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by AOA of its representations or warranties; or (iii) a claim arising from breach of this Agreement by AOA; provided that you (a) promptly give written notice of the claim to AOA, (b) give AOA sole control of the defense and settlement of the claim (provided that AOA may not settle or defend any claim unless it unconditionally releases you of all liability), (c) provide to AOA all available information and assistance, and (d) have not compromised or settled such claim. AOA shall have no indemnification obligation, and you shall indemnify AOA pursuant to this Agreement, for claims arising out of or in connection with any infringement arising from the use or combination of the Service or any of your products, services, hardware, or business process(s).

12. Disclaimer of Warranties

AOA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. AOA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, FREE FROM ERRORS OR BUGS, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY AOA AND ITS LICENSORS.

13. Internet Delays

AOA'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AOA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

14. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or the limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

16. Notice

You agree to accept notice provided by means of electronic mail to your e-mail address on record in AOA's account information, or by written communication sent by first class mail or pre-paid post to your address on record in AOA's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to AOA (such notice shall be deemed given when received by AOA) at any time by any of the following: letter sent by confirmed facsimile to AOA at the following fax numbers (whichever is appropriate): 415-495-2955 or letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to AOA at the following address: AOA, Inc., 318 Brannan Street Suite 100, San Francisco, CA 94107, addressed to the attention of: President

17. Modification to Terms

AOA reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon notification to You of the new terms and conditions. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

18. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of AOA but may be assigned without your consent by AOA to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of AOA directly or indirectly owning or controlling 50% or more of you shall entitle AOA to terminate this Agreement for cause immediately upon written notice.

19. General Provisions

This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and AOA as a result of this Agreement or use of the Service. The failure of AOA to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by AOA in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and AOA and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

20. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith:

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"Agreement" means these terms of use, any Order Forms, whether written or submitted online at <http://www.addonautos.com> and any materials available at <http://www.addonautos.com> specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by AOA from time to time in its sole discretion.

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service.

"Effective Date" means the earlier of either the date this Agreement is accepted or the date you begin using the Service.

"Initial Term" means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is quarterly, the Initial Term is the first quarter).

"Intellectual Property Rights" means inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Administrator(s)" means those Users designated by you who are authorized to purchase licenses online at <http://www.addonautos.com> or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service.

"License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s).

"Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail).

"AOA" means collectively AOA izmo, LLC, a California limited liability company, having its principal place of business at 318 Brannan Street Suite 100 San Francisco, California 94107.

"AOA Technology" means all of AOA's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by AOA in providing the Service.

"Service(s)" means the specific version of AOA's web based software services identified during the ordering process, which are developed, operated, or maintained by AOA, accessible at <http://www.aoaizmo.com> or another web site or IP address designated by AOA, or ancillary online or offline products and services provided to you by AOA, to which you are being granted access under this Agreement, including the AOA Technology and the Content.

"User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by AOA at your request).

<input type="checkbox"/> I ACCEPT	<input type="checkbox"/> I DECLINE
<p>ACCEPTED:</p> <p>Customer Name:</p> <p>_____</p> <p>By its Authorized Representative:</p> <p>_____</p> <p><i>Print Name:</i> _____</p> <p><i>Title:</i> _____</p> <p><i>eMail:</i> _____</p> <p><i>Telephone:</i> _____</p> <p>Date: _____</p>	