

By signing to accept these terms and conditions ("Agreement"), Client authorizes Naked Lime Marketing ("NLM") to provide the selected General Motors Reputation Management services (the "Services"). The term of this Agreement shall run through December 31, 2017, at which time it shall automatically terminate upon the expiration thereof without any further notice to Client from NLM. In the performance of the Services, NLM may gain access to certain of Client's data, including Client's customer data, which may be considered "non-public personal information" ("NPI") as such is defined under the Gramm-Leach-Bliley Act ("GLB Act"). Client and NLM each represent and warrant that they have implemented and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the confidentiality of the NPI accessed and used by NLM in the performance of the Services hereunder. Client grants NLM a non-exclusive, royalty-free, license to access, copy, and use, solely in connection with providing the Services, any and all Client data (including, but not limited to, Client's customer information data) created, accessed, generated, or processed through any Service performed hereunder ("Client Data"). Further, Client warrants to NLM that Client has the right to use and grant NLM the right to use all Client Data and information provided to or accessed by NLM in connection with the Services, that Client approves and grants to NLM the nonexclusive, non-terminable, royalty-free license to use and distribute Client Data in connection with other NLM products and services, and that Client has complied with all applicable laws in collecting the Client Data. In addition, it is Client's exclusive responsibility to obtain all necessary consents from third parties receiving messages via the Services, and to monitor and control all messages delivered through the Services. Client understands that certain Client Data may be accessed by NLM via Client's dealer management system ("DMS") or other data management systems (the "Systems") and hereby authorizes NLM to access such Systems. Client, also, understands that NLM may need to contact General Motors ("GM") to access certain Client Data and hereby authorizes NLM to contact GM on Client's behalf. NLM shall not be liable for any delay or failure to perform the Services if it is unable to access the Systems or to retrieve the Client Data as a result of a cause or condition beyond its reasonable control, including Systems errors or data corruption. All non-personally identifiable information, reports, and materials generated, compiled, or aggregated in connection with the Services, will be owned exclusively by NLM (the "MMS Information"). Subject to the terms of this Agreement, NLM grants Client a non-exclusive, non-transferable, limited license, without right of sublicense, to access and use the MMS Information solely in connection with receiving and using the Services. Client is strictly prohibited from disclosing, reselling, modifying, or distributing the MMS Information in any manner without the express written consent of NLM. Except as provided herein, NLM shall have the exclusive right to use, share, and/or distribute MMS Information. Client understands and agrees that, at Client's discretion, NLM will either bill Client directly at the provided address or bill Client's GMiMR account for the Services. If any payment due by Client is not received within 30 days of the date of the invoice, then upon 7 days notice by NLM to Client, NLM may suspend the Services and/or pursue its other default remedies. Interest, calculated at the lesser of 1 1/2% per month or the maximum non-usurious rate permitted by law, will be charged to Client on all invoices unpaid after 30 days from the date of the invoice. No statement on any check or any letter accompanying any payment will be deemed an accord and satisfaction, and NLM may accept such payment without prejudice to NLM's right to recover the balance of amounts due under this Agreement or pursue any other remedy available in this Agreement, at law or in equity. It is Client's sole responsibility to notify NLM of any change to Client's address, telephone number, email address or any other contact information that Client may provide to NLM. Client agrees that NLM shall not be liable, in any way, for any missed communication or improper or faulty Services resulting from or arising out of Client's failure to notify NLM of any such change. Client shall be fully responsible for compliance with all federal, state and local laws, statutes, and regulations relating to advertising, including automotive advertising, as well as the use of all customer data. This Agreement shall be construed and governed by the laws of the State of Texas, exclusive of choice of law rules. NLM shall not be responsible for the content of the advertising materials or campaigns. Client shall be solely responsible for providing all Client logos, pictures, or other media (collectively, "Client Logos") to be included in the Services, and hereby provides NLM with a non-exclusive, royalty-free license to use the Client Logos, Client's name, slogans, likeness and trademarks in the Services. Client shall indemnify and hold harmless NLM from and against any damage, loss or expense (including, without limitation, attorneys' fees) arising from: (a) the infringement of any copyright, trademark, trade name, service mark or other intellectual property right; (b) the violation of any laws, regulations or rules, including, without limitation, those relating to false or misleading advertising and consumer protection; and (c) any and all claims of Client's customers or prospective customers arising from or related to any products or services offered or provided by Client. NLM and/or its third party providers, shall retain all right, title and interest in and to their technology, software, and services which may be provided under this Agreement, including all derivative works thereof (by whomever produced) and all related documentation and materials, the Advertisements, and all patent, copyright, trademark, trade secrets and other intellectual property rights inherent in or appurtenant to any of the foregoing. **In no event shall NLM be liable for any indirect, consequential, special, incidental, punitive or any other similar damages or lost profits of any kind arising out of or related to this Agreement. In no event shall NLM's liability for damages with respect to the Services provided hereunder exceed the amounts paid under this Agreement. NLM makes no warranties, and expressly disclaims all warranties, whether express, implied or statutory, as to the quality, merchantability, completeness, results, or fitness for any purpose, of the Services provided under this Agreement.** Client agrees to pay all taxes in connection with transactions under this Agreement that NLM is at any time obligated to pay or collect according to the laws of the state where Client is domiciled. This Agreement contains the entire understanding between the parties with regard to the Services provided hereunder. This Agreement may not be assigned by Client without the prior written consent of NLM, and any attempt to do so shall be void and of no effect. NLM may freely assign this Agreement without restriction. Any terms of this Agreement, which by their nature extend beyond its termination, cancellation or expiration, remain in effect until fulfilled and apply to respective successors and permitted assignees. Client and NLM are independent contractors and shall not be deemed to be partners, joint venturers or each other's employees or agents. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the terms or conditions to be performed under this Agreement. If any of the provisions or portions of this Agreement are determined to be invalid or unenforceable, such invalid provisions or invalid portions shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect. NLM shall not be liable for delay or failure to perform under this Agreement which delay or failure is due to acts of God, acts of war, governmental act, labor disputes, riots, terrorism, power supply or telecommunications failure, delays, changes, or new requirements of the OEM, or any other causes not subject to NLM's reasonable control. The federal government and many state and local jurisdictions have enacted regulations limiting commercial telephone, email and fax communications. Under some of these laws, parties may request not to receive unsolicited communications. If, in the performance of a Service hereunder, NLM is performing telephone, email or fax communications on Client's behalf, Client acknowledges that it is Client's responsibility to provide NLM with consumer preference information (such as an opt-out) required to ensure that NLM does not contact consumers in violation of such regulations. Additionally, email must comply with the then-current SPAM legislation. NLM reserves the right to prohibit email messages that do not comply. Client acknowledges and agrees that each individual dealership location using Services under this Agreement is jointly and severally liable for the entire contractual obligation. Client represents that the person executing the Agreement on behalf of Client is authorized to bind Client and each dealership location to this acknowledgement of joint and several liability, and that no further signatures are required.