CARFAX® BANKING AND INSURANCE GROUP

VHS TERMS AND CONDITIONS

These VHS Terms and Conditions, any application(s) for CARFAX services executed by the company identified on such application(s) ("Application(s)"), and any exhibits or addenda to any Application (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and the company identified on the application which includes all of such company's affiliates identified as participating pursuant to this Agreement (collectively with Company, "Customer"). The CARFAX Reports and Police Reports offered pursuant to this Agreement are collectively called the "CARFAX Services".

1. **Term and Termination.** The Agreement is effective from the date on which CARFAX activates your account and shall remain in force for the initial or promotional period of time identified on the Application ("Initial Term"). Upon expiration of the Initial Term, the Agreement shall automatically renew for successive, additional one (1) year periods unless either party gives the other party written notice of its intention to terminate the Agreement at least thirty (30) days prior to the renewal date. The Initial Term and any such renewal periods shall together constitute the "Term." CARFAX may suspend or terminate the Agreement and Customer's access to the VHS (as defined below) at any time if Customer breaches any provision of the Agreement.

2. **License; Ownership.**

a. **Vehicle History Service.** Subject to the terms of the Agreement, CARFAX hereby grants to Customer a limited, revocable, nontransferable and nonexclusive license to access and use CARFAX products and services identified in any Application from the CARFAX Vehicle History Service ("VHS") database ("CARFAX Reports") solely for Customer's internal business purposes, as permitted by CARFAX ("CARFAX Reports Permitted Use"). Customer acknowledges that the VHS, the CARFAX Reports and all intellectual property relating thereto are and will remain the property of CARFAX.

b. **Police Reports Database.** To the extent applicable and subject to the terms of the Agreement, CARFAX hereby grants to Customer a limited, revocable, nontransferable and nonexclusive license to use the Police Reports database ("Police Reports Database", and together with the VHS, the "CARFAX Databases") that contains police reports in connection with motor vehicle accidents ("Police Reports") to access Police Reports to which Customer is an Interested Party (as defined below) ("Police Reports Permitted Use" and collectively with CARFAX Reports Permitted Use, "Permitted Use"). All questions or concerns relating to a Police Report available on any CARFAX website or purchased by Customer shall be directed to CARFAX and not to the applicable municipality. CARFAX reserves the right to refuse any order for any reason. Customer acknowledges that certain information in a Police Report may be redacted in accordance with applicable law or regulation. Customer acknowledges and agrees that the Police Reports Database and all intellectual property therein is and will remain the property of CARFAX. Ownership of the Police Reports shall at all times remain with the applicable municipalities.

3. **Customer Representations and Warranties.** For each CARFAX Report or Police Report requested by Customer, Customer represents and warrants that (a) it will comply with all applicable federal, state, and local laws, rules, and regulations in connection with this Agreement, including without limitation, its use of and access to the CARFAX Databases and/or the CARFAX Services and any information (including without limitation personal information) contained therein and shall secure and maintain in full force and effect all licenses, permits, certificates and bonds required by applicable law for the lawful operation of its business; (b) it will not use the CARFAX Databases or the CARFAX Services or any information derived therefrom as a factor in evaluating any consumer's eligibility for credit, insurance or employment or for any other permissible purpose under the Fair Credit Reporting Act, 15 U.S.C.A. Section 1681, et seq., as amended from time-to-time (“FCRA”) or in any way that renders CARFAX or the CARFAX Databases subject to the FCRA; and (c) it will not

use the CARFAX Services or any information contained therein to solicit any individual, vehicle owner, or property owner or provide such information to any third party for purposes of such solicitation. **Representations and Warranties Specific to Police Reports:** For each Police Report requested by Customer, Customer further represents and warrants that Customer is (1) a party or the owner of a vehicle involved in the accident, a legal representative of such party or owner, or (2) a representative of the insurance company or insurance adjusting agency for such party or owner (collectively, **"Interested Party"**). To the extent "personal information" (as such term is defined under the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws (collectively, the "DPPA")) is contained in a requested Police Report and the disclosure and use of such personal information is subject to the DPPA, Customer represents and warrants that (i) its use of the Police Report is a permissible use under the DPPA and (ii) if Customer is an insurer or insurance support organization, or self-insured entity, its use of any such personal information contained in the Police Report is in connection with claims investigation activities, antifraud activities, or rating or underwriting, as permitted under the DPPA (18 U.S.C. § 2721(b)(6)). Customer acknowledges that CARFAX is relying on the truth of each of the foregoing representations and warranties in providing the Police Reports to Customer, and Customer intends that CARFAX should so rely. Customer understands that it may be subject to criminal and civil penalties for violating any applicable laws and regulations in connection with its access to or use of the Police Reports Database, any Police Reports and/or any information derived therefrom. Customers obtaining Police Reports from law enforcement agencies in Colorado, Florida or South Carolina, further represent and warrant:

Colorado:

- Customer is a party or the owner of a vehicle involved in the accident, a legal representative of such party or owner, or a representative of the insurance company or insurance adjusting agency for such party or owner;
- Customer shall use and disclose the Police Report, and any information (including personal information) contained in the Police Report, in accordance with all applicable laws and regulations, and Customer understands that Customer may be subject to criminal and civil penalties for violating any such applicable laws and regulations;
- Pursuant to C.R.S. 24-72-305.5. Customer understands that Colorado law prohibits Customer from using records of official actions and criminal justice records and the information in such records for the purpose of soliciting business for pecuniary gain. CUSTOMER HEREBY AFFIRMS that the Police Report Customer obtains from CARFAX shall not be used for the direct solicitation of business for pecuniary gain.

Florida:

- Customer understands that pursuant to Section 316.066(2)(a) Fla. Stat. (2011), Police Reports that reveal the identity, home or employment telephone number or home or employment address of, or other personal information concerning the parties involved in the crash and that are held by any agency that regularly receives or prepares information from or concerning the parties to motor vehicle crashes (the "Confidential Information") are confidential and exempt from disclosure for a period of 60 days after the date the Police Report is filed (the "Confidentiality Period");
- Customer is a representative of the insurance company or insurance adjusting agency for a party or vehicle involved in the accident and qualifies for immediate disclosure of the Police Report pursuant to Section 316.066(2)(d) Fla. Stat. (2011);
- In accordance with Section 316.066(2)(d) Fla. Stat. (2011) and the Agreement, during the Confidentiality Period, Customer shall not: (i) use any of the Confidential Information in the Police Report for any commercial solicitation of accident victims, or (ii) knowingly disclose any such Confidential Information to any third party for the purpose of such solicitation;
- During and after the Confidentiality Period, Customer shall use and disclose the Police Report, and any information (including personal information) contained in the Police Report, in accordance with the Agreement and all applicable laws and regulations, and Customer

understands that Customer may be subject to criminal and civil penalties for violating any such applicable laws and regulations;
- Customer understands that any misrepresentation by Customer regarding Customer's entitlement to the Confidential Information contained in the Police Report is a felony of the third degree, punishable as provided in Sections 775.082, 775.083 or 775.084 Fla. Stat. (2011);
- Customer understands that any knowing uses of any Confidential Information contained in the Police Report in violation of the Confidential Period is a felony of the third degree, punishable as provided in Sections 775.082, 775.083 or 775.084 Fla. Stat. (2011).

South Carolina:
- Customer is a party, or the owner of a vehicle, involved in the accident, a legal representative of such party or owner, or a representative of the insurance company or insurance adjusting agency for such party or owner ;
- Customer shall not use the Police Report or any information contained in the Police Report for commercial solicitation purposes;
- Customer shall use and disclose the Police Report, and any information (including personal information) contained in the Police Report, in accordance with the Agreement and all applicable laws and regulations, and Customer understands that Customer may be subject to criminal and civil penalties for violating any such applicable laws and regulations.

4. **Access to CARFAX Services.** Customer will be responsible for the administration of username(s) and password(s) (including without limitation in connection with change in authorized personnel). Customer will ensure that (a) a separate username and password is issued for each authorized representative of Customer and (b) only authorized representatives of Customer are permitted to use its username(s) and password(s). Customer understands that it is liable for the security of the username(s) and password(s).

5. **Restrictions on Access and Use of CARFAX Services.**

a. Customer shall not (i) cause, permit or authorize the decompilation, modification, disassembly or reverse engineering of the CARFAX Databases, or create derivative works thereof, (ii) sell CARFAX Services or information derived from CARFAX Services without prior written permission from CARFAX, (iii) allow unauthorized parties to view, access or use the CARFAX Services or the data derived therefrom and/or the CARFAX Databases, (iv) share its usernames and passwords with any other person or entity (other than with CARFAX-approved third party vendors to facilitate the Permitted Use), (v) permit the use of the CARFAX Services or the CARFAX Databases by any third party, (vi) use or permit the use of the CARFAX Databases in the operation of a service bureau, (vii) use the CARFAX Databases or CARFAX Services for anything other than the Permitted Use, including without limitation for personal or unlawful purposes, (viii) recreate, compile, integrate with other data or disseminate the CARFAX Services in any way to any party other than to perform the Permitted Uses. Customer shall not provide the CARFAX Services or the data derived from the CARFAX Services, in whole or in part, to any competitor of CARFAX or to any automobile manufacturer or automobile dealer, regardless of whether any such entity may otherwise be an affiliate or authorized agent of Customer. **Systematic access or retrieval of CARFAX Services, including but not limited to the use of "bots" or "spiders," is strictly prohibited.**

b. If Customer provides a CARFAX Report or a Police Report to another party, Customer will not: (i) use, or allow the use of, the CARFAX Databases, the CARFAX Reports or Police Reports, as applicable, or any information derived from any of the foregoing, in contravention of any federal, state, local, foreign or other applicable laws, rules or regulations, (ii) provide the CARFAX Service or information derived therefrom to any party for resale or remarketing in any manner, or (iii) modify the CARFAX Services in any way. Customer shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the CARFAX Services, and/or the information derived from any of the foregoing whether written or oral, that is inconsistent with the

provisions of the Agreement and the information contained on the CARFAX Services (including all disclaimers).

c. **Restrictions specific to Police Reports.** Customer shall not: (i) use the Police Report for marketing purposes or other commercial solicitations, or (ii) provide, directly or indirectly, any individual Police Report that it purchases or any information contained in any such Police Report to more than one entity or person; provided, however, in the event that Customer purchases the Police Report for use in connection with any litigation pertaining to the underlying subject matter of the Police Report, Customer may provide, at no cost to any other party, copies of such Police Report as required pursuant to such litigation.

6. **Security.** Customer acknowledges that Police Reports may include personally identifiable information (collectively, "PII"). Customer will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Police Reports to those employees who have a need to know as part of their official duties; (b) ensuring that the Police Reports are accessed for a Police Reports Permissible Use only, and Police Report information is not shared with any third party except as permitted by law and pursuant to the Agreement; (c) maintaining and complying with a data retention policy governing the security and retention of Police Reports; and (d) maintaining an information security program that is designed to meet federal guidelines establishing standards for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of the Police Reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on Police Reports; and (iii) protect against unauthorized access to or use of the Police Reports or the data contained in Police Reports. In the event of any actual or reasonably suspected breach of Police Reports data, Customer will promptly notify CARFAX of such actual or suspected breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Customer shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such a breach of security and shall bear all costs associated with complying with all legal and regulatory obligations in connection therewith (including without limitation, any fines or penalties and/or any costs or expenses related to any third party claims) and will reimburse CARFAX for any expenses incurred by CARFAX in connection with a breach of security, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Customer shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of the breach or potential breach of security, and shall also notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Customer agrees that such notification shall not reference CARFAX or any CARFAX website or CARFAX Databases, nor shall CARFAX be otherwise identified or referenced in connection with the breach of security, without CARFAX's express written consent. Customer shall remain solely liable for and pay all claims that may arise from a breach of security, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with the breach of security, and to the extent that any claims are brought against CARFAX, Customer shall defend, indemnify and hold harmless CARFAX from such claims. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to CARFAX for review and approval prior to distribution.

7. **Fees and Payments.**

a. **Fees for CARFAX Reports.** Customer will pay all applicable fees as in effect for Customer at the time of such use. CARFAX may modify the fees from time to time. In the event of termination of the Agreement by Customer in accordance with its terms, fees for Customer's subscription will be payable through the last day of the month in which termination is effective. In the event of early termination of the Agreement by Customer or the suspension or termination of Customer's subscription by CARFAX due to a breach of the Agreement by Customer (including, but not limited to non-payment of past due invoices by Customer), all fees (including but not limited to any monthly

minimum fee) for the remaining months in the Term become immediately due and payable. In addition, in the event of early termination, Customer will pay all fees accrued through the end of the Term plus the difference between the CARFAX published price and any discounted promotional pricing (including free service) that Customer was provided under the Agreement. CARFAX reserves the right to impose, and Customer agrees to pay to CARFAX, an additional charge of $19.99 (or the then-applicable price of a single CARFAX Report if greater than $19.99) for each CARFAX Report that CARFAX determines was accessed in violation of the Agreement.

b. **Fees for Police Reports.** Customer agrees to pay for the Police Reports at prices in effect at the time of its order. Customer understands that Customer must pay any search fees incurred by CARFAX on behalf of Customer in connection with a search and Customer agrees to pay such fees even if the search does not return the requested Police Report. Customer understands that fees charged by law enforcement agencies and/or CARFAX service providers may vary. All prices are stated in United States dollars. All sales of the Police Reports are final. The price and availability of the Police Reports are subject to change without notice. All purchases and fees charged to the Customer Account (including any charges and fees arising out of any misuse or unauthorized use of its username(s) and/or password(s)) during a monthly billing period will be shown on a statement for that period. In the event of termination of this Agreement by Customer or breach of this Agreement by Customer (including without limitation failure to make payments in accordance with the terms of this Agreement) all fees become immediately due and payable.

c. **Payments.**
i. Payment of the entire balance on any Customer account is due in full within thirty (30) days after the invoice date shown on the statement. All payments must be made in immediately available U.S. funds. Customer understands and agrees that CARFAX may check Customer's credit history at any time. Each invoice shall be deemed to be accurate and fully payable by Customer unless Customer notifies CARFAX in writing within sixty (60) days of the date of an invoice that Customer disputes any invoiced amounts. Customer will pay all taxes applicable to the Agreement in accordance with federal, state, and local laws and regulations. Customer must pay all fees (including any penalties or fees that may arise from any misuse or unauthorized use of Customer's account) arising out of the use of Customer's username(s) and password(s). Termination of this Agreement shall not affect Customer's obligation to pay any amounts that it owes to CARFAX under this Agreement.

ii. Customer agrees to pay CARFAX $25 for each check returned by Customer's financial institution. Customer agrees to pay an interest rate of eighteen percent (18%) per annum, or the maximum allowed by law if less than 18%, on amounts more than thirty (30) days past due, as well as collection fees and legal fees where not prohibited by law. If Customer is sixty (60) days past due on the payment of any invoice, CARFAX may require direct payment via ACH permitting CARFAX to deduct the full monthly invoice amounts from Customer's bank account on a recurring basis. Similarly, if CARFAX agrees to reinstate Customer's access to the VHS that was previously suspended or terminated for Customer's breach of the Agreement, CARFAX may also require (I) ACH authorization permitting CARFAX to deduct monthly invoice amounts from Customer's bank account on a recurring basis, and/or (II) payment of the reactivation fee in effect at that time, and Customer will no longer be entitled to any discounted promotional pricing (including free service) in effect before termination.

8. **CARFAX Trademarks.** CARFAX grants to Customer a limited, nonexclusive, nontransferable license to use the trademark "CARFAX" and other CARFAX trademarks and logos ("Marks") solely in connection with Customer's CARFAX Reports Permitted Use under the Agreement. Customer must comply with any trademark guidelines provided or made available to Customer by CARFAX. Customer acknowledges that Customer's use of the Marks shall inure to CARFAX's benefit.

9. **Disclaimers; Limitation of Liability.** Customer acknowledges that CARFAX collects data from public records and other sources for use in the VHS and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the CARFAX

CARFAX® BANKING AND INSURANCE GROUP

Databases and CARFAX will not be liable for any loss or injury caused, in whole or part, by its procuring, compiling, collecting, interpreting, or making available the CARFAX Databases. Customer understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Customer also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the CARFAX Databases. Customer acknowledges that the CARFAX Databases do not provide any conclusions regarding the condition of any vehicle, and Customer assumes full responsibility with respect to its decisions and transactions using the CARAX Databases. Customer recognizes that CARFAX's sole obligation in the case of erroneous data, when notified in writing by Customer of such erroneous data, is correction of the record in question in the VHS. CARFAX MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer agrees that CARFAX's liability for damages, regardless of the form of action, shall not exceed the amount paid by Customer for the individual CARFAX Service in question. This shall be Customer's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **No Assignment or Resale.** Customer may not resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations is void without CARFAX's express written consent.

11. **Confidentiality.** CARFAX may disclose to Customer certain confidential information, including, but not limited to, nonpublic business, technical, financial and marketing information. The manner in which CARFAX discloses information to Customer, whether tangible or intangible, and in whatever form or medium provided, shall not affect the characterization of such information as "confidential information." Information generated by Customer that contains, reflects or is derived from confidential information of CARFAX shall also constitute CARFAX's confidential Information. Customer shall (i) use the CARFAX's confidential information only for the purpose for which the information was disclosed, and no other purpose, (ii) restrict disclosure of such confidential information solely to those of Customer's personnel or third party service providers with a "need to know" in order to perform their responsibilities in connection with the purpose for which the information was disclosed and who are bound by confidentiality obligations to Customer at least as restrictive as those set forth herein and (iii) safeguard CARFAX's confidential information with the same degree of care as Customer uses to protect its own confidential information from unauthorized use or disclosure, but at all times not less than commercially reasonable care to avoid unauthorized use or disclosure. Customer shall notify CARFAX immediately upon discovery of any actual or suspected unauthorized use or disclosure of any portion of CARFAX's confidential information and, at CARFAX's request, will fully cooperate with CARFAX in its efforts to prevent or remedy such unauthorized use or disclosure. CARFAX's confidential information, including all originals, copies, reproductions and summaries thereof, shall be deemed the property of CARFAX. Within ten (10) business days after a written request by CARFAX, Customer shall return to CARFAX all physical and electronic copies of such originals, copies, reproductions and summaries of such confidential information and certify such return or destruction. Customer agrees that an impending or existing violation of this Section may cause CARFAX irreparable injury for which it may not have adequate remedy at law and that CARFAX may be entitled to seek immediate injunctive relief (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of Customer's confidentiality obligation and/or to compel specific performance of Customer's confidentiality obligation, in addition to any other rights and remedies available to CARFAX. Customer will not oppose the application for any such relief, and in any action by CARFAX to enforce the terms of this Section, whether in law or in equity, Customer agrees to reimburse CARFAX for all costs and expenses, including reasonable attorneys' fees, incurred.

12. **Force Majeure.** Without limiting any other provision in this Agreement, CARFAX will not have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of CARFAX affecting production or delivery hereunder in any manner.

13. **Indemnification.** Customer will indemnify, defend and hold CARFAX, its affiliates and its and their respective officers, directors, employees, agents, third party providers and licensors harmless against any and all claims, actions, demands, damages, costs, liabilities, expenses and losses of any kind (including reasonable attorneys' fees and costs) arising out of or relating to Customer's purchase of, access to, or use of the CARFAX Services and/or the CARFAX Databases, or any breach of this Agreement or the website Terms of Use by Customer.

14. **Consent to Receive Future Offers.** Customer expressly consents to receive marketing and advertising offers and other information via facsimile transmissions, telephone calls and/or texts, email, and direct mail from CARFAX or its affiliates. Such offers and information may be directed to the postal and email addresses, telephone number(s) and facsimile number(s) listed on any Application or to any other contact addresses and numbers used by Customer. Customer affirms that Customer is the only subscriber for all of the telephone numbers provided. Customer also confirms that any business landline telephone number provided is not associated with a residence and is not assigned to any wireless telephone service. Customer agrees to notify CARFAX if any of the telephone numbers provided change.

15. **CARFAX Database Integrity.** Customer will not upload or otherwise introduce any viruses, spyware, or other software that jeopardizes the security or integrity of the CARFAX Databases or any CARFAX website and/or mobile device application, or that otherwise interferes with the CARFAX Databases, applicable CARFAX website, and/or mobile device application functioning as intended by CARFAX.

16. **Dispute Resolution; Governing Law; Jurisdiction and Venue.**

a. **MANDATORY BINDING INDIVIDUAL ARBITRATION INSTEAD OF COURT; CLASS ACTION WAIVER.** With respect to any claim, controversy, dispute, action, cause of action, issue, or request for relief arising out of or relating in any way to CARFAX products or services, or from any advertising for any such products or services, including any question regarding the existence, validity, or termination of the Agreement, including without limitation, these VHS Terms and Conditions, as well as any issue regarding the interpretation of this Section 16 (a "Dispute"), Customer and CARFAX agree as follows:
i. Customer and CARFAX both agree that any Dispute will be resolved by binding arbitration, rather than in court, except that Customer may assert claims in small claims court if the claims qualify and CARFAX may pursue a collection action against Customer in court. Customer and CARFAX agree to give up any right to litigate a Dispute in a court or before a jury or to participate in a class action or representative action with respect to a Dispute. This also includes any claims that arose before Customer accepted the Agreement, regardless of whether prior versions of the VHS Terms and Conditions required arbitration. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) and federal arbitration law apply to this Section 16(a).

ii. Customer and CARFAX agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, representative, consolidated or mass action. Customer shall not join or consolidate claims or arbitrate or otherwise participate in any claim as a class representative, class member or in a private attorney general capacity. If this provision is found to be unenforceable, then the entirety of this Section 16(a) shall be null and void.

iii. If Customer has a Dispute and elects to seek arbitration or file in small claims court, Customer must first send to CARFAX, by certified mail, a written notice of the Dispute that (a) describes the nature and basis of the Dispute; (b) sets forth the specific relief sought and (c) includes a physical

address and email address where Customer may be reached ("Notice"). The Notice must be addressed to: General Counsel, CARFAX, Inc., 5860 Trinity Parkway, Suite 600, Centreville, VA 20120 ("Notice Address"). If CARFAX and Customer do not reach an agreement to resolve the Dispute within 60 days after the Notice is received, Customer or CARFAX may commence an arbitration proceeding or file in small claims court.

iv. The arbitration will be governed by the AAA's then current Commercial Arbitration Rules, as modified by this Agreement, and will be administered by the AAA. In the event of any conflict between this Agreement and the AAA Commercial Arbitration Rules, the terms of this Agreement will apply. If the value of the claims is less than or equal to $50,000, the Dispute will be heard by a sole arbitrator, appointed in accordance with the AAA Commercial Arbitration Rules. If the value of the claims is greater than $50,000, the Dispute will be heard by a panel of three arbitrators, with each party appointing an arbitrator and the party-appointed arbitrators selecting a third arbitrator to serve as the chairperson. Any hearing shall take place in Washington, D.C.

v. The arbitrator(s) shall apply the law specified in Section 16(b) of this Agreement. The arbitrator(s) can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief), and must follow the terms of the Agreement as a court would. Except for any relief required by statute, the arbitrator(s) may not award relief in excess of or contrary to what this Agreement provides or order consolidation or arbitration on a class wide or representative basis.

vi. Any arbitration will be confidential. Neither Customer, CARFAX, the AAA nor the arbitrator(s) may disclose the existence, content (including any oral or written submissions) or results of any arbitration, except as may be required by law or for purposes of enforcing or challenging the arbitration award.

vii. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Customer and CARFAX agree that arbitration is final and binding and subject to only very limited review by a court. Customer and CARFAX waive the right to any form of appeal, review or recourse to any court or other judicial authority.

b. By purchasing or using any CARFAX product or service, Customer agrees that the Federal Arbitration Act, applicable federal law, and laws of the Commonwealth of Virginia, without regard to its conflict of laws rules, including, but not limited to, the Uniform Computer Information Transactions Act ("UCITA"), will govern the Agreement, as well as any Dispute that might arise between Customer and CARFAX.

c. If for any reason a Dispute proceeds in court rather than in arbitration or small claims court, each party waives any right to a jury trial and agrees that any such proceeding shall be conducted only on an individual basis and not in a class, representative, consolidated or mass action. Under such circumstances, except for a collection action by CARFAX, Customer and CARFAX agree that the jurisdiction and venue shall be vested exclusively in the state courts in Fairfax County, Virginia, or the U.S. District Court for the Eastern District of Virginia, Alexandria Division. If any part of this Section 16(c) is found to be unenforceable, the remainder of Section 16 and this Section 16(c) shall still be given full force and effect.

17. **English Language Only.** The parties confirm that it is their wish that the Agreement and any other documents delivered or given pursuant to the Agreement, including notices, have been and shall be in the English language only. *Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tout avis, s'y rattachant, soient rédigés en anglais seulement.*

18. **Entire Agreement; Modification.** The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. CARFAX reserves the right to discontinue or modify any aspect of any services offered by CARFAX and/or modify these VHS

Terms and Conditions and to impose new or additions terms or conditions at any time, by posting them on the website: https://media.carfax.com/pdf/big/docs/VhsTerms.pdf. Such modifications and additional terms and conditions will be effective immediately and incorporated into the Agreement. Your continued use of the CARFAX Services will be deemed acceptance thereof. Except with respect to any terms regarding the fees, in the event of a direct conflict between the terms and conditions contained in an Application and those set forth in these VHS Terms and Conditions, the Application shall govern. CARFAX's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by Customer, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by CARFAX will not be considered a waiver of any subsequent breach of the same or any other condition. The last sentence of Section 2(a) and last two sentences of Section 2(b), Sections 3, 6, 7 (with respect to any unpaid fees), 9, 11, 13, 14, 16, and 18 will survive the expiration or termination of this Agreement.

II. Additional Terms Applicable to Specific CARFAX Services

19. **Pay-Per-VIN Subscription to VHS.** On a monthly basis, Customer will pay at least the monthly minimum amount identified on the Application (as may be revised from time-to-time). On a monthly basis, CARFAX will calculate the dollar value of Customer's usage for the month based on total usage in the month and the price per vehicle history report corresponding to Customer's monthly minimum fee, as set forth in the Application. In the event that the amount calculated based on total usage of CARFAX Reports by Customer for a particular month is greater than the monthly minimum fee, then Customer will pay the amount due for total usage for such month. If the amount calculated based on total usage for a particular month is equal to or less than the monthly minimum fee, then Customer will pay the monthly minimum fee. If the parties have entered into an addendum for Customer to access the VHS through alternative report delivery options, Customer may do so, but Customer understands and agrees that CARFAX may charge additional fees for such access option. No credits will be given in the event that Customer's usage of CARFAX products and services identified on the Application is less than the monthly minimum for that month, either as a refund or to use in any subsequent month or for any other CARFAX products or services.

20. **CARFAX Everywhere Program.** A bank, automobile finance company, or credit union Customer may subscribe to the CARFAX Everywhere Program for purposes of Customer's automobile lending and/or automobile collections activities. To subscribe, Customer shall be required to provide a reasonably accurate estimate of Customer's automobile loan volume. Under the program, CARFAX will allow Customer to run all the CARFAX Reports as are reasonably necessary for purposes of Customer's automobile lending and/or automobile collections activities, for one flat monthly rate. If at any time during the term Customer runs CARFAX Reports in excess of the average number that is commercially reasonable for Customer's stated automobile loan volume based on industry standards, CARFAX reserves the right to increase Customer's monthly subscription rate or change Customer's subscription to the appropriate pay-per-VIN Program. CARFAX reserves the right to require that Customer substantiate its automobile loan volume by providing appropriate documentation. Customer may run CARFAX Reports for Customer's automobile lending and/or automobile collections purposes only. Customer will also promote www.myCarfax.com to its own customers via Customer's website and other means of communication as mutually agreed by the parties.

October 15, 2018