

## TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE SERVICES OFFERED BY CFKAA HOLDINGS, LLC ("AUTURA"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH AUTURA THAT REFERENCE THESE TERMS AND CONDITIONS (EACH, AN "ORDER FORM"), YOU ("LICENSEE") AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

### 1. Proprietary Rights.

(a) Platform. Upon mutual execution, each Order Form shall be incorporated into these Terms and Conditions and form a part of the Agreement. For each Order Form, subject to Licensee's compliance with this Agreement (including any applicable limitations and restrictions set forth on the applicable Order Form), Autura hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable and non-sublicensable license to allow its employees who have been issued valid access credentials from Autura ("**Authorized Users**") to access and use the Platform solely for use within the region set forth in the applicable Order Form. Autura will provide Licensee with the support services set forth in Attachment A.

(b) Restrictions. Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse-engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party except as permitted under Section 1(a); (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.

(c) Autura Ownership. Except for the rights granted to Licensee in Section 1(a) above, as between the Parties, Autura owns and retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto and all data submitted through the Platform by third parties). Without limiting the foregoing, Autura shall own all aggregated and de-identified information that Autura's systems or applications automatically collect with respect to the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) ("**Diagnostic Data**"), which, notwithstanding anything to the contrary, Autura may freely exploit. All rights that Autura does not expressly grant to Licensee in this Section 1 are reserved and Autura does not grant any implied licenses under this Section 1. For clarity, notwithstanding anything else, any information or data collected by a third party (excluding Licensee) are subject to the terms between Autura and such third party.

(d) Licensee Ownership. As between the Parties, Licensee owns all data, information and other materials submitted to the Platform or Autura by Licensee or its Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, "**Data**"). Licensee hereby grants to Autura a non-exclusive and non-transferable (except under Section 10) license to use and host the Data, solely for the purpose of performing its obligations and exercising its rights pursuant to this Agreement (including, without limitation, to notify lienholders and interested parties with respect to repossessed cars processed through the Services). Upon termination or expiration of this Agreement for any reason, Autura will permit Licensee to download all Data from the Platform in .csv format. Autura shall have no obligation to maintain or permit access to Licensee Data following said period and shall not be liable hereunder for any return, loss, or destruction of Licensee Data thereafter.

(e) Updates. From time to time, Autura may (but is under no obligation to) provide updates, upgrades, fixes, improvements, or additional features to the Platform which do not constitute a separate product or service (each an "**Update**"), which may be provided either free of charge at Autura's discretion, or as an additional paid module or feature (subject to an Order Form or separate contract between the Parties). Any duly authorized and implemented Update shall be deemed part of the "Platform" licensed hereunder upon release to Licensee.

(f) Feedback. During the Term, Licensee may provide general feedback, comments, suggestions, and other communications regarding potential improvements to the Services (collectively, "**Feedback**"). Licensee grants to Autura the non-exclusive, perpetual, irrevocable, fully sublicensable, fully transferable, royalty-free right to use, copy, reproduce, publish, perform, display, distribute, create derivative works of, have and have made, sell, and otherwise commercially exploit Feedback in any format or medium for any purpose in its discretion. The foregoing license shall survive the termination or expiration of this Agreement for any reason.

(g) Publicity. Licensee agrees that Autura may use and display Licensee's name and/or current trademark brand or logo in its customer lists, advertisements, and other published marketing materials factually describing Licensee as Autura's customer and/or a recipient of Services during the Term. Licensee agrees that Autura may create a written case study based on Licensee's use of the Services (and you agree to reasonably work together with Autura on this case study). Notwithstanding anything else, you acknowledge and agree that Autura may use data collected through the Services in an aggregated and anonymized manner for purposes of the case study and related marketing efforts.

(h) Customizations. The Services may include certain customized configurations, developments, or integrations of the Platform (each a "Customization") according to the specifications set forth in an Order Form, including without limitation the incorporation of Licensee's pre-existing proprietary trademarks, service marks, trade names, logos, branding, content, or other materials (collectively, "Licensee Materials"). Licensee hereby grants to Autura the non-exclusive, royalty-free right to use, display, copy, modify, publish, and perform Licensee Materials solely for the purpose of developing and implementing the Customizations in accordance with the applicable Order Form. Such license shall be sublicensable to Autura's affiliates and third-party contractors in connection with the foregoing permitted purpose. As between the Parties, Autura shall be the sole owner of all right, title, and interest in and to Customizations (excluding Licensee Materials incorporated therein), which shall be considered Inventions (defined below) and subject to the provisions of Section 3(b). Customizations are licensed and not sold to Licensee.

## 2. Use of the Services.

(a) Adding Third Party Municipalities to this Agreement. Autura and Licensee may mutually agree to add third-party municipalities to this Agreement (each, a "Third Party Municipality"). To do so, the applicable Third Party Municipality and Autura shall both sign an Order Form referencing this Agreement and agree that purposes of such Order Form, such Third Party Municipality shall be the "Licensee" as that term is used in this Agreement. Additionally, this Agreement, insofar as it relates to any such Order Form with a Third Party Municipality, shall be deemed to be a two-party agreement between Autura on the one hand and the Third Party Municipality on the other hand, as governed by the terms of this Agreement.

(b) Autura's Obligations. Autura will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Autura will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.

(c) Licensee's Obligations. Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Licensee of this Agreement. Licensee will cooperate with Autura in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Autura may reasonably request (including, without limitation, communicating information around fee changes, documentation requirement changes, tow rotation/dispatch methodology changes, and VIN data collection processes).

## 3. Professional Services.

(a) General. Subject to Licensee's compliance with the terms and conditions of the applicable Order Form, Autura will perform the Professional Services in accordance with any specifications set forth in such Order Form. Licensee will reasonably cooperate with Autura to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Autura to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Licensee obligations described in the applicable Order Form in a timely manner; and (iii) responding to Autura's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in the applicable Order Form to the contrary, Autura will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).

(b) Intellectual Property Rights. Autura solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Autura, solely or in collaboration with others, arising out of, or in connection with, Autura performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("Inventions"). Autura hereby grants to Licensee a non-exclusive, non-transferable,

non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Autura provides to Licensee under the applicable Order Form solely to use any such deliverables. Autura reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4. Fees.

(a) Fees. As consideration for the Services rendered hereunder, Licensee will pay Autura the fees, expenses, and other charges set forth in the applicable Order Form (collectively, "**Fees**") (collectively, "**Fees**"). Unless otherwise specified in an Order Form, all Fees will be due and payable within thirty (30) days from the date of the applicable invoice issued by Autura. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable. Late Fee payments will accrue interest at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower, accruing from the date such payment was due until the date paid.

(b) Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Autura's net income). If Licensee is legally entitled to an exemption from the payment of any Taxes, immediately following the date of the applicable Order Form, Licensee shall provide Autura with valid, current tax exemption certificates and any other supporting documentation required to establish Licensee's tax-exempt status for each jurisdiction in which it claims an exemption.

5. Confidential Information.

(a) Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, Confidential Information of Autura also includes the Autura technology underlying the Platform and any related non-public specifications, documentation or technical information that Autura makes available to Licensee. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will not disclose any Confidential Information of the Disclosing Party to any third party other than those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by substantially similar terms as those set forth in this Section 5.

(c) Terms of this Agreement. This Agreement (including its terms and conditions, Order Forms and fees and pricing schedules) shall be deemed Autura's Confidential Information but shall be subject to the compelled disclosure provisions set forth in Section 5(d).

(d) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is required by law to do so (as evidenced by legal opinion of outside counsel), provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If Receiving Party is compelled to disclose any Confidential Information of Disclosing Party as permitted by this Section 5(d), Receiving Party agrees to disclose only the information strictly necessary to comply with the applicable law (as evidenced by legal opinion of outside counsel).

6. Term and Termination.

- (a) Term. This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Service Terms (the "**Term**"). For each Order Form, unless otherwise specified therein, the "**Order Form Service Term**" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial service term specified on such Order Form (the "**Order Form Initial Service Term**"), and (y) following the Order Form Initial Service Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Service Term (each, a "**Order Form Renewal Service Term**") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Service Term or then-current Order Form Renewal Service Term, as applicable.
- (b) Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the thirty (30)-day notice period.
- (c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the rights and licenses granted by Autura hereunder will automatically terminate and Licensee shall immediately cease all use of and access to the Services. All outstanding Fees owed pursuant to Section 4 will become immediately due and payable. The provisions of Sections 1(b), 1(c), 1(e), 2(b), 3(b), 4, 5, 6(c), 7(d), 8, 9, 10 and 12 and all defined terms used in those Sections, together with any provisions hereof which expressly by their terms survive, will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) Licensee. Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY AUTURA ARE PROVIDED ON AN "AS-IS" BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE'S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. AUTURA DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, AUTURA MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND AUTURA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH RESPECT TO SECTION 9, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO AUTURA DURING THE TERM; AND (II) EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THIS

SECTION 8 DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

(a) Licensee. Licensee will defend, indemnify, and hold harmless Autura, its Affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns from and against all third-party claims ( "**Third Party Claims**"), and all losses, damages, liabilities, settlements, costs, and expenses (including reasonable attorney's fees), in each case, that are paid or payable to third parties pursuant to such Third Party Claims, to the extent such Third Party Claims (1) arise from any Licensee Data (including, without limitation, any allegation that (i) any Licensee Data infringes, violates, or misappropriates the personal, intellectual property, or proprietary rights of any third party, or (ii) any Licensee Data is inaccurate or otherwise damaging to any third party), and/or (2) arise from or allege the violation of any applicable law or regulation by Licensee or Licensee Data. "Affiliate" means any entity controlling, controlled by, or under common control with a party hereto, where "control" means the ownership of more than 50% of the voting securities in such entity.

(b) Autura. Autura will defend, indemnify, and hold harmless Licensee, its Affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns from and against all Third Party Claims, and all losses, damages, liabilities, settlements, costs, and expenses (including reasonable attorney's fees), in each case, that are paid or payable to third parties pursuant to such Third Party Claims, to the extent such Third Party Claims allege that the Platform (not including any Licensee Data) infringes, violates, or misappropriates such third party's intellectual property right(s) ("**Infringement Claim**"). In the event of an Infringement Claim, Autura, at its sole option and expense, may: (i) procure for Licensee the right to continue using the Platform or the allegedly infringing part thereof; (ii) modify the Platform so that it is no longer infringing; (iii) replace the Platform or the allegedly infringing part thereof with other non-infringing software, applications, or materials having substantially the same capabilities; or, (iv) terminate this Agreement and repay to Licensee a pro-rata portion of the Fees applicable to the period of time following the effective date of such termination. Notwithstanding the obligations, Autura will have no liability for an Infringement Claim to the extent the actual or alleged infringement, misappropriation, or violation results from (a) any violation of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform made by a person or entity other than Autura; (c) any failure by Licensee or any Authorized Users to use any updates made available by Autura; (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Autura in writing; or (e) the combination of the Platform with any software, hardware, or other material not directly provided by Autura hereunder.

(c) Procedures. Each Party's obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 ("**Indemnified Party**") providing the other Party ("**Indemnifying Party**") with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party's sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense.

10. Records. Autura shall maintain all records and supporting documentation pertinent to Autura's compliance with applicable laws with respect to the products set forth on the applicable Order Form for a period of no less than one (1) year after the termination or expiration of this Agreement. If any litigation involving these records has been started before the expiration of the one (1) year retention period, the records shall be retained until resolution of such litigation.

11. Insurance. Autura will maintain insurance policies providing at least the following coverage and will upon written request of the Licensee, provide a certificate of insurance evidencing the following: (i) Technology Products and Services Errors & Omissions liability with a limit of at least \$1 Million; (ii) Technology & Cyber Security liability with a limit of at least \$1 Million; (iii) Commercial General liability with a limit of at least \$1 Million; (v) Workers Compensation and Employer's liability that meets the statutory limits; and (vi) Umbrella liability with a limit of at least \$3 million. Autura also agrees that it will be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain other insurance at levels no less than those required by applicable law

and customary in Autura's and its agents' industries. For liability coverage, the insurance certificate shall list the Licensee as Certificate Holder and name as additional insureds "Licensee, and its officers, agents and employees," and an endorsement to the liability policy shall confirm the naming of the Licensee as an additional insured.

12. Miscellaneous. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State of California without reference to its conflict of laws principles. This Agreement, including all Order Forms referencing this Agreement, embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the contacts for each Party set forth on the Order Form (and in any event, in the case of Autura, also to info@Autura.com. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient. Autura will not be liable or responsible to Licensee, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Autura including, without limitation, acts of God, natural disaster, pandemic, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**"). This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

\* \* \*

## ATTACHMENT A

### SUPPORT LEVEL AGREEMENT

1. This Support Level Agreement (this "SLA") provides the support terms for the Autura Services and related Software and is an integral part of the Autura Service Agreement. Autura will use commercially reasonable efforts to provide technical support to Licensee 24 hours each day, seven days each week, including national holidays ("**Support**"). To request Support, Licensee must contact Autura using one of the following methods:

- (a) On-line Help Desk: <https://support.Autura.com>
- (b) Email: [helpdesk@Autura.com](mailto:helpdesk@Autura.com)
- (c) Phone Support for agency (city/county/state) users: 877-787-5006
- (d) Phone Support for tow company users: 877-999-9874

2.

(a) **Provision of Support.** Autura will provide Support to the Licensee's designee. Autura will not be responsible for addressing or resolving Events (defined below) that Autura reasonably determines are caused by Licensee's systems or any misuse of the Platform.

(b) **Events.** "**Events**" are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Autura in its reasonable discretion. Autura distinguishes among three classes of Events as follows:

- (i) **Class 1 Event:** A complete loss of the Platform's functionality such that no user can use the Platform.
- (ii) **Class 2 Event:** The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose.
- (iii) **Class 3 Event:** Any other problems or issues, including, without limitation, any general questions about the Platform or problems that do not rise to Class 1 Events or Class 2 Events.

(c) **Response Times.** Autura will use commercially reasonable efforts to respond to Licensee support requests in accordance with the target response time frames set forth below, which begin at the time Autura receives a Support request:

<u>Class</u>	<u>Target Response Time</u>
1	4 hours or better
2	24 hours or better
3	5 business days

(d)

(d) **Scheduled Maintenance Downtime.** Autura will use commercially reasonable efforts to schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Autura will provide Licensee with reasonable advance written notice of scheduled downtime unless otherwise reasonably necessary to address an emergency or critical error. Autura may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Platform updates, bug fixes and/or any other changes that Autura deems necessary or advisable.