CANADIAN DEALERS: Please find your Universal Terms and Conditions of Use and End User License Agreement beginning on page 15 of this document.

Universal Terms and Conditions of Use and End User License Agreement
(USA)

IMPORTANT - READ CAREFULLY: The products and services that are described on the electronic enrollment portal referencing this Universal Terms and Conditions of Use and End User License Agreement (this "Agreement") or on the services enrollment or order form to which this Agreement is attached (as applicable), including, without limitation, any and all websites, software, tools, digital advertising, and related content and services, informational web pages, online reporting service, any online access to the electronic enrollment portal, and any other online tool, solution, platform or service provided to Dealer (the "Services") are provided by Sanctus, LLC, a limited liability company doing business as Shift Digital ("Shift Digital"), as part of the Polaris Boats Dealer Digital Program (the "Program") made available by Polaris Sales, Inc. and its authorized affiliates ("Polaris") for its authorized dealers. Although the Program is sponsored by Polaris, Polaris is not providing or otherwise responsible for the Services and is not a party to this Agreement. Polaris is a third party beneficiary of this Agreement as provided in Section 19. Shift Digital does not have the power or authority to bind Polaris through this Agreement or otherwise. This Agreement is a legal contract between you, the dealer ("Dealer") subscribing to the Services, and Shift Digital. The Services are subject to the terms set forth in this Agreement. Dealer represents and warrants that it is a licensed dealer authorized to sell and service Polaris products under a franchise or distributor agreement with Polaris.

Dealer's enrollment for any Services authorizes Shift Digital to begin providing the Services. Dealer agrees to pay the applicable fees for the Services in accordance with the terms set forth in the electronic enrollment portal or order form, which are incorporated herein by reference.

IN ORDER TO USE THE SERVICES, DEALER MUST FIRST AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT BY CLICKING "ENROLL NOW" ON THE ENROLLMENT PORTAL AFTER MAKING THE SERVICE SELECTIONS, OR BY SELECTING SERVICES AND SIGNING A SERVICES ENROLLMENT FORM. DEALER MAY NOT USE THE SERVICES IF DEALER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT. DEALER UNDERSTANDS AND AGREES THAT DEALER'S ENROLLMENT FOR AND/OR USE OF THE SERVICES CONSTITUTES DEALER'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

Before you continue, you should print or save a local copy of this Agreement for your records.

1. Services

Shift Digital agrees to provide the Services to Dealer in accordance with the terms and conditions of this Agreement. Shift Digital may provide all or part of the Services through one or more third party service providers and/or any Shift Digital affiliated company (each, a "Service Provider") selected by Shift Digital, or, as applicable, Dealer. Shift Digital, may in its sole discretion change any Service Provider, at any time and for any reason. Upon request by a Dealer, Shift Digital will notify Dealer of any such change in Service Providers.

2. Use of the Services.

In order to access certain Services, Dealer may be required to provide information about Dealer and Dealer's business (such as identification, billing or contact details). Dealer agrees that any information Dealer provides will be accurate, complete and up to date. Dealer agrees to maintain the confidentiality of passwords associated with any account Dealer uses to access the Services. Dealer acknowledges that the Services may allow Dealer to designate administrators for the Services, thereby granting certain rights and authorizations relating to, among other things, selection of, and preferences for, Services and billing. Dealer agrees that Dealer is solely responsible for all fees, costs or other expenses charged related to any selections made by Dealer or Dealer's designees.

Dealer acknowledges that certain Services may provide Dealer with access to and use of certain toll-free and local tracking phone numbers, as well as other services relating to such numbers (collectively, with the services, the "Number(s)"). Dealer acknowledges and understands that when a person (the "Caller") calls a Number, the Caller will be automatically advised that each call is subject to recording and monitoring prior to the connection of the telephone call to Dealer through the Number (the "Recorded Call Message"). Dealer represents, warrants and agrees in connection with Dealer's use of the Services, that Dealer has reviewed the legality of recording, monitoring, storing, and divulging telephone calls, that Dealer is permitted to engage in such activities, and that Dealer shall use the Number(s) in full compliance with all applicable laws and regulations. Dealer represents and warrants that Dealer has had the opportunity to review the proposed usage of the Numbers with Dealer's legal counsel, and that Dealer has established proper procedures to protect the privacy of, and otherwise comply with all applicable laws and regulations with respect to, Callers and the Call Receivers (defined below). In the event the Recorded Call Message requires a revision in order to comply with applicable laws, then Dealer shall promptly notify Shift Digital in writing of that fact, advising Shift Digital as to the exact language necessary to comply with the applicable laws. Dealer agrees and acknowledges that neither Shift Digital, nor Polaris, nor any Service Providers accept any responsibility for (a) the legality of recording, monitoring, storing and/or divulging telephone calls and (b) the legality of the language used in the Recorded Call Message.

Dealer agrees and acknowledges that applicable laws and regulations may require that Dealer provide notice to and/or receive express consent and permission from, in writing or otherwise, any person whose information is provided by Dealer to Shift Digital for the express purpose of receiving telephone calls (collectively, the "Call Receivers"). Dealer represents, warrants and covenants that Dealer will provide and/or obtain all notices, consents, and permissions relating to Call Receivers, as required by applicable laws and regulations. Shift Digital represents, warrants and covenants that outbound calls made by Shift Digital will be manually dialed and will not utilize pre-recorded messages.

Dealer will not use the Services in connection with any unsolicited or harassing messages (commercial or otherwise), including, but not limited to, unsolicited or unwanted SMS or text messages. Dealer will not improperly engage in activity which the United States Federal Communications Commission or other government authority has prohibited. Dealer is personally

responsible for all SMS messages originated and sent via the chat Services provided to Dealer (if any). Actions taken using Dealer's credentials shall be deemed to be actions taken by Dealer.

DEALER SHALL, AS REQUIRED BY APPLICABLE LAW OR REGULATION, PROVIDE NOTICE TO DEALER'S CUSTOMERS AND OBTAIN CONSENT, IF REQUIRED FOR USE OF THE SERVICES, IN DEALER'S PRIVACY POLICY AND/OR AS OTHERWISE REQUIRED BY LAW OR REGULATION.

3. Restrictions on Use of Services.

Use of the Services is subject to the applicable policies of the search engines, websites and/or network publishers (collectively, "Publishers") on which display ads, videos or other advertising media ("Advertisements") are posted or displayed in connection with the Services, including, without limitation, any Publisher's editorial guidelines, privacy policies, trademark guidelines, and ad specification requirements (collectively, the "Policies"). Dealer agrees to comply with the Policies during the term of this Agreement. Shift Digital or the applicable Service Provider may (in their sole discretion) modify Advertisements to comply with the Policies. Dealer agrees not to access (or attempt to access) any of the Services by any means other than through the interfaces that are made available to Dealer by Shift Digital or the applicable Service Provider. Dealer agrees not to engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Without limiting the foregoing, Dealer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of any Services or other program associated with the Services.

4. Compliance with Applicable Laws

Shift Digital shall provide the Services and perform its obligations under this Agreement, and Dealer shall use the Services and perform its obligations under this Agreement, in compliance with all applicable laws and regulations. Dealer may use the Services only for purposes that are permitted hereunder and in accordance with applicable laws and regulations. Dealer shall at all times comply with all applicable laws, legislation, rules, regulations, governmental requirements and industry standards with respect to the Dealer's use of the Services and the performance by each Dealer of the Dealer's obligations hereunder, including, but not limited to, any applicable provisions of Title V of the Gramm-Leach-Bliley Financial Services Modernization Act of 1999 and regulations promulgated under that Act or other federal, state, and local laws, rules, regulations, and ordinances governing the privacy and security of customer information that apply to the Dealer.

5. Ownership of Content and Services.

Dealer acknowledges and agrees that all materials and information (such as data files, written text, computer software, music, audio files or other sounds, photographs, manuals, documents, illustrations, pricing information, videos or other images) which are provided by Shift Digital, its Service Providers, or Polaris in connection with the Services, or to which Dealer may have access as part of, or through Dealer's use of, the Services (collectively, the "Provided Content"), together with the Services, including any copyright and/or other intellectual property rights in the Services and the Provided Content, are owned by Shift Digital, Polaris, the Service Providers and/or their respective licensors; provided, however, that all Dealer Content (as defined in Section 6) shall be owned by Dealer. Dealer may not modify, rent, lease, loan, sell, or distribute the Provided Content

or the Services or create derivative works based on the Provided Content or the Services (either in whole or in part), except as expressly provided in this Agreement. Dealer further acknowledges that the Services may contain information which is designated confidential. Dealer agrees not to disclose such information without Shift Digital's prior written consent.

6. Dealer Content

Dealer agrees that it is solely responsible for all content, materials and information provided by Dealer or that Dealer (or any third party acting on behalf of Dealer) creates, transmits or displays while using the Services ("Dealer Content") and for the consequences of these actions (including any loss, liability, fine or damage). Shift Digital reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Dealer Content from any Service as determined in Shift Digital's reasonable discretion. Dealer represents, warrants and covenants that the Dealer Content shall not contain anything that infringes copyrights, trademarks, publicity or any other rights of others; violates any law or regulation, is defamatory or libelous; is abusive, harassing, or threatening; is obscene, vulgar, or profane; or violates someone's privacy.

7. Advertising Services.

Dealer understands that the Services may include, among other things, the creation and posting of Advertisements relating to Dealer's dealership on the World Wide Web and otherwise on Dealer's behalf by Shift Digital or the applicable Service Provider. Dealer is solely responsible for all: (a) campaigns and budget allocation and management (creative or targets), whether generated by or for Dealer; and (b) web site content, services and landing pages that create links, or direct viewers, to any advertised services and products. Dealer understands and agrees that Advertisements may be placed on any website or property provided by a Publisher selected by Shift Digital or the Services or that Dealer requests, and Dealer authorizes and consents to such placements. Shift Digital, Dealer and/or the applicable Service Provider may reject or remove/ask for removal of any Advertisement for any or no reason. Dealer may not use or republish any Advertisements or other marketing materials provided to Dealer by Shift Digital or a Service Provider without prior written consent from Shift Digital.

8. Licenses

Provided that Dealer has paid all applicable fees for the Services and is otherwise in compliance with this Agreement, Shift Digital grants Dealer a limited, restricted, revocable, personal, worldwide, royalty-free, non-assignable, non-transferable, non-sub-licensable and non-exclusive license to use the Services and the Provided Content provided to Dealer, subject to and in accordance with the terms and conditions of this Agreement. This license is for the sole purpose of enabling Dealer to use and enjoy the benefit of the Services in the manner permitted by this Agreement. Dealer retains any copyright and/or other intellectual property rights Dealer already holds in Dealer Content. The products and services of the Service Providers may contain license terms specific to such products or services, and Dealer agrees to comply with all such license terms included in any click-through or browser-wrap license or of which Shift Digital otherwise makes Dealer aware. Dealer may not (and Dealer may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of any software provided as part of or in connection with the Services (the "Software") or any part thereof, or any of the other proprietary elements of the Service, or allow any third parties to use the Services, or any portion thereof, in any way. Dealer may not assign, transfer or sub-license any

rights to use the Software, or any of the other proprietary elements of the Service, nor may Dealer grant a security interest in or over Dealer's rights to use the Software or any other proprietary elements of the Service. Dealer agrees not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

By submitting, posting or displaying the Dealer Content, Dealer grants Shift Digital, and each Service Provider to which Shift Digital provides the Dealer Content for the purposes of providing the Services, a royalty-free and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute the Dealer Content for the sole purpose of providing the Services as contemplated in this Agreement. Dealer agrees that this license includes a right for Shift Digital and the Service Providers to make Dealer Content available to other companies, organizations or individuals with whom they have relationships for the sole purpose of providing the Services. Dealer agrees that Shift Digital and the Service Providers, in performing the Services, may (a) transmit or distribute the Dealer Content, excluding Dealer Data, over various public networks and in various media; and (b) make such changes to the Dealer Content as are necessary to conform and adapt the Dealer Content to the technical requirements of connecting networks, devices, services or media. Dealer represents and warrants that it has and shall have all right, power and authority necessary to grant the rights and licenses granted to Shift Digital and the Services Providers in this Section 8. Neither Shift Digital nor the Service Provider will use the Dealer Content for any other purposes than those intended with the Services or as otherwise provided herein.

9. Access to Dealer's Web Sites, Systems and Data

Dealer hereby authorizes Shift Digital, each Service Provider, and each Publisher that produces, collects or receives Dealer Data, to transfer or provide the Dealer Data to each other and to Polaris in connection with the provision of the Services hereunder. As used herein, "Dealer Data" means data that has been provided by or specifically belongs to the Dealer, including, without limitation, data that consumers provide to Shift Digital or the Service Providers through the Services, whether via websites, applications, tools or other means (including, without limitation, sales lead form contact information and credit application data).

The Dealer Data shall continue to be owned by the Dealer. Neither Shift Digital nor the Service Provider will use the Dealer Data or other customer information for any other purposes than those intended with the Services or as otherwise provided herein. Nothing in this Agreement shall obligate Shift Digital or any Service Provider to retain any Dealer Data. In addition, Shift Digital and each Service Provider agrees that it shall (i) take commercially reasonable steps to protect the Dealer Data; (ii) comply with applicable data privacy law with respect to the Dealer Data; and (iii) maintain reasonably appropriate physical, electronic and procedural safeguards for any Dealer Data relating to Dealer's customers to which Shift Digital has access pursuant to the terms of this Agreement. Such safeguards shall include appropriate measures designed to: (i) protect the security and confidentiality of such customer information, (ii) protect against anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information.

In the event that Shift Digital and/or the applicable Service Provider(s) require Dealer Data from

Dealer's DMS or computer systems in order to perform certain Services, Shift Digital will notify Dealer that such Dealer Data is required, and Dealer shall either (a) authorize Shift Digital or such Service Provider to access Dealer's DMS or computer systems, (b) provide the Dealer Data to Shift Digital and/or such Service Provider(s) in a standard file format and delivery method reasonably acceptable to Shift Digital, or (c) waive Shift Digital's obligations to provide such Services for which such Dealer Data was required. In the event that access to Dealer's DMS or computer systems (and not just access to Dealer Data therein) is required in order to perform certain Services, Dealer hereby authorizes Shift Digital and/or the applicable Service Provider to access the same for the sole purpose of providing such Services. Dealer represents and warrants that it has obtained all rights, consents and authorizations required to provide any such access and/or Dealer Data provided to Shift Digital and/or any Service Provider. Dealer hereby grants to Shift Digital and the Service Providers a royalty-free, non-exclusive, perpetual, irrevocable license to use the Dealer Data provided or made available by Dealer or generated by Dealer's use of the Services, solely for the purposes of (i) performing the Services, (ii) consumer, vehicle, and industry research and reference, (iii) evaluation of sales lead performance, (iv) combining with other data to create proprietary market price and incentive guides, (v) the generation of market analysis data and related products, (vi) aggregating and de-identifying the Dealer Data (i.e., combining the Dealer Data with other dealers' information/data and presenting the combined data in a manner that does not identify Dealer as the source of any of the aggregated data or attribute any of the combined data to Dealer) and using the Dealer Data in such aggregated and de-identified manner for any reasonable business purpose in perpetuity, and/or (vii) developing reports for Polaris, which may include directly sharing Dealer Data with Polaris; provided that the Dealer Data shall not be used to disclose to any third party Dealer's name or the name of any consumer, and shall not be sold to any third party.

Dealer expressly authorizes Shift Digital and the Service Providers to access Dealer Data maintained by third parties, including, without limitation, by such services as Google AdWords and Google Analytics, on Dealer's behalf as Dealer's agent in order to provide the Services.

DEALER ACKNOWLEDGES AND AGREES THAT (A) DEALER IS RESPONSIBLE FOR COMPLIANCE WITH GOOGLE ADWORDS AND GOOGLE ANALYTICS POLICIES, TERMS OF USE, AND APPLICABLE LAWS AND REGULATIONS IN CONNECTION WITH THE USE OF SUCH SERVICES, AND (B) WHEN SHIFT DIGITAL AND/OR THE SERVICE PROVIDERS ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, SHIFT DIGITAL AND/OR SERVICE PROVIDERS ARE ACTING AS DEALER'S AGENT, AND NOT AS THE AGENT OF GOOGLE OR ANY OTHER THIRD PARTY. NEITHER SHIFT DIGITAL, POLARIS, THE SERVICE PROVIDERS, GOOGLE NOR ANY OTHER THIRD PARTY PROVIDES ANY WARRANTY OR GUARANTY (EXPRESS OR IMPLIED) OF ANY RESULTS OR OTHERWISE WITH RESPECT TO ACCESS OR USE OF DEALER DATA IN THE SERVICES.

Shift Digital and/or the applicable Service Providers may access Dealer Data in accounts created and managed by Shift Digital and/or the Service Providers on third party sites or, if Dealer provides its account information and authorizes access to accounts managed by Dealer, Shift Digital and/or the applicable Service Providers may access Dealer's accounts directly on those third party sites and may integrate such accounts with the Services.

10. Modification to Services.

Shift Digital reserves the right to modify or change the Services provided hereunder by modifying current features, deleting features and/or adding features, upon prior written notice to Dealer. Some modifications or changes may result in a fee increase or decrease for such Services. Dealer's continued use of the Services hereunder after notice will constitute Dealer's acceptance of the change in the Services and Dealer's agreement to pay the fees associated with such change in Services.

11. Payment of Fees and Billing.

Dealer agrees to pay the fees for the Services in the amounts set forth in the online registration process or, if an order form was used, on the order form. If fees for the Services, or any portion of the Services, are billed by Polaris via Dealer's Polaris account statement or otherwise, Dealer agrees to pay such fees through, and in accordance with the terms of, Dealer's agreement with Polaris. Except as otherwise set forth on the order form or in the Additional Terms, Shift Digital may invoice Dealer directly on or about the tenth of the month for the Services to be provided to the Dealer during that month (e.g., Dealer will be invoiced on or about January 10th for Services provided during January), except for digital advertising Services which will be invoiced on or about the first of the month following the month during which such Services are provided. Dealer agrees to pay such invoice within thirty (30) days of the date of invoice, except for invoices for digital advertising services, which are due immediately upon the date of invoice. Cancellations that occur on or before the 10th day of each calendar month will not be invoiced the following month. Cancellations that occur after the 10th of any month will be billed for the remainder of that month and will be invoiced for the Services for the following month. Any changes in service packages (e.g., to increase or reduce the amount of the package) will take effect as of the first day of the month following the month in which Dealer requests the change so long as Dealer makes the request not less than five (5) business days prior to the end of the month. Shift Digital may increase fees by giving Dealer not less than sixty (60) days written notice prior to the effective date of the price increase. If Dealer fails to pay for the Services when due, Dealer agrees to pay to Shift Digital, in addition to the fees for the Services: (i) a finance charge equal to the lower of 1.5% per month or the maximum amount permitted by law, and (ii) all costs incurred in connection with collection of past due amounts (including collection agency fees, reasonable attorneys' fees, and court costs). In addition to the other rights reserved hereunder, Shift Digital expressly reserves the right to terminate the Services and disable Dealer's access to the Services for non-payment.

By entering your billing information, Dealer is authorizing Shift Digital to charge your credit card or withdraw funds from a bank account for use of the Services. Dealer is responsible for maintaining accurate and current account information. If a charge for Services is denied for any reason, use of the services will be terminated. Services provided are on a pre-paid basis and Dealer is charged on a monthly cadence.

Please note a 3.5% processing fee will be applied to all credit card interactions. "Polaris Digital" may appear as the entity name on invoices and the Dealer's credit card statements in connection with the billing for Services.

If Dealer resides in AZ, CT, IN, LA, MA, MS, NM, NY, OH, PA, SC, SD, TN, TX, UT, WA certain products may incur applicable state taxes. Dealers in other states will be notified if Services become taxable in their state. Regardless of whether Dealer is notified, Dealer is responsible for all applicable local, state, federal, and any other taxes imposed on the purchase of Services, if any. If you have questions or need help with managing your subscription, please call the Polaris Digital Program Help Desk at 844-972-7803 or email at: info@polarisboatsdigital.com.

12. Taxes.

All fees stated hereunder are subject to applicable sales, use, excise or similar taxes, whether or not included at the time the fees are billed. Dealer assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on, with respect to, or measured by the Services except for taxes based on the net income of Shift Digital or Service Providers. The invoice from Polaris or Shift Digital may include any such taxes that Polaris or Shift Digital determines it is obligated to collect from Dealer with respect to the Services, and Dealer agrees to timely remit the same to Polaris.

13. Dealer Warranties.

DEALER HEREBY REPRESENTS AND WARRANTS THAT ANY AND ALL DEALER CONTENT SUBMITTED FOR PUBLICATION OR DISPLAYED ON DEALER'S WEBSITE OR IN DIGITAL ADVERTISING, OR IN ANY SOCIAL MEDIA, WILL NOT VIOLATE OR OTHERWISE INFRINGE UPON ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHT OF OTHERS, OR CONTAIN ANYTHING CONSIDERED OBSCENE OR LIBELOUS.

14. Representations and Warranties.

Each Party hereby represents, warrants and covenants to the other that: (a) in performing its obligations and exercising its rights under this Agreement, it will comply with all applicable federal, state and local laws, regulations, rules and ordinances and other decrees of any governmental authority; and (b) it has all necessary rights and licenses required to grant the rights granted by it to the other Party herein. Dealer further represents and warrants that any and all Dealer Content submitted for publication or displayed on Dealer's website or in digital advertising, or in any social media, will not violate or otherwise infringe upon any copyright, trademark, patent, statutory, common law or proprietary right of others, or contain anything considered obscene or libelous.

15. Termination.

This Agreement and/or the applicable Services may be terminated or suspended as provided below:

Dealer may cancel the Services online through its account, if online cancellation functionality is available, or, if not available, by providing written notice to Shift Digital delivered by email to info@polarisboatsdigital.com. Cancellations that occur on or before the 10th day of the month will be effective as of the end of that month. Cancellations that occur after the 10th day of the month will be effective at the end of the following month. The cancellation may be subject to Publishers' policies or the ability to re-schedule reserved inventory or cancel Advertisements already in production and any Additional Terms with respect to a Service Provider. Cancelled

Advertisements may be published despite cancellation if cancellation of the Advertisements occurs after any applicable commitment date as set forth in advance by Shift Digital or the applicable Service Provider, in which case Dealer must pay for those Advertisements. Upon cancellation or expiration of this Agreement, Dealer will be responsible for any Advertisements already run. If Shift Digital materially defaults in its performance under this Agreement and fails to substantially cure such default within thirty (30) days after receiving written notice specifying the default or, for those defaults that cannot reasonably be cured within thirty (30) days, fails to promptly commence curing such default and thereafter proceed with all due diligence to substantially cure the default, then Dealer may terminate this Agreement by written notice to Shift Digital.

Dealer acknowledges and agrees that Shift Digital may stop (permanently or temporarily) providing the Services, or any part thereof, to Dealer and/or may terminate this Agreement if: (a) Dealer has breached any provision of this Agreement (or has acted in a manner which clearly shows that Dealer does not intend to, or is unable to comply with the provisions of this Agreement); (b) Shift Digital is required to do so by law (for example, where the provision of the Services to Dealer is, or becomes, unlawful); (c) the Service Provider selected by Dealer or Shift Digital to provide the Services has terminated its relationship with Shift Digital or ceases to offer the Services, or any part thereof, to Dealer; (d) the provision of the Services to Dealer by Shift Digital is, in Shift Digital's sole opinion, no longer commercially viable, or (e) Shift Digital provides Dealer with thirty (30) days prior written notice of termination of the Services, or any part thereof, with or without cause. In addition, Shift Digital may disable access to Dealer's account if Dealer fails to pay the fees owed for the Services when due. Dealer acknowledges and agrees that if Shift Digital disables access to Dealer's account, Dealer may be prevented from accessing the Services, Dealer's account details or any files or other content which is contained in Dealer's account. Dealer acknowledges and agrees that Shift Digital, Polaris and the Service Providers will not be liable in any way for any inconvenience, delay, damages, losses or other claims related to disabling Dealer's access to the account due to such non-payment.

This Agreement will automatically terminate without requirement of notice by either party effective on the date of the expiration or termination of Dealer's franchise agreement, dealer agreement, dealer retail sales and service agreement, distribution agreement or other similar agreement with Polaris for any reason.

16. DISCLAIMERS. DEALER EXPRESSLY UNDERSTANDS AND AGREES THAT, DEALER'S USE OF THE SERVICES AND THE PROVIDED CONTENT IS AT DEALER'S SOLE RISK AND ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, SHIFT DIGITAL, POLARIS, THE SERVICE PROVIDERS AND THEIR AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT TO DEALER THAT: (A) DEALER'S USE OF THE SERVICES OR THE PROVIDED CONTENT WILL MEET DEALER'S REQUIREMENTS, OR (B) DEALER'S USE OF THE SERVICES OR PROVIDED CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES, INCLUDING ANY PROVIDED CONTENT, IS DONE AT DEALER'S OWN DISCRETION AND RISK AND THAT DEALER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO DEALER'S COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF

DEALER DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY DEALER FROM SHIFT DIGITAL, ANY SERVICE PROVIDER OR POLARIS, OR THROUGH OR FROM THE USE OF THE SERVICES SHALL CREATE ANY WARRANTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SHIFT DIGITAL, POLARIS AND EACH SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE PROVIDED CONTENT INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17. LIMITATION OF LIABILITY.

SUBJECT TO APPLICABLE LAW, DEALER UNDERSTANDS AND AGREES THAT NEITHER SHIFT DIGITAL, NOR POLARIS NOR THE SERVICE PROVIDERS, NOR ANY OF THEIR AFFILIATES OR LICENSORS SHALL BY LIABLE TO DEALER FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY DEALER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; OR (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY DEALER AS A RESULT OF: (I) ANY RELIANCE PLACED BY DEALER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN DEALER AND ANY THIRD PARTY REGARDING DEALER'S USE OF THE SERVICES, (II) ANY CHANGES WHICH SHIFT DIGITAL OR ANY SERVICE PROVIDER MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY DEALER CONTENT, DEALER DATA, AND/OR OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH DEALER'S USE OF THE SERVICES; (IV) DEALER'S FAILURE TO PROVIDE SHIFT DIGITAL OR ANY SERVICE PROVIDER WITH ACCURATE ACCOUNT INFORMATION; OR (V) DEALER'S FAILURE TO KEEP DEALER'S PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE ABOVE LIMITATIONS ON LIABILITY SHALL APPLY REGARDLESS OF WHETHER A PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL THE LIABILITY OF SHIFT DIGITAL, POLARIS OR THE SERVICE PROVIDERS, IN THE AGGREGATE, EXCEED AN AMOUNT EQUAL TO THE MONTHLY SERVICE FEE PAID BY DEALER FOR THE MONTH IN WHICH THE BREACH OR CAUSE OF DAMAGE OCCURRED.

18. Indemnification.

Dealer will defend, indemnify and hold Shift Digital, the Service Providers, Polaris and each of

their respective employees, officers, directors, managers, shareholders, agents, representatives and affiliates (collectively, the "Shift Digital Indemnified Parties") harmless from and against all third party claims, demands, suits, causes of actions, and administrative or regulatory actions of whatever kind or character, and including any related liabilities, obligations, losses, damages, fines, judgments, settlements, charges, costs, and expenses (including attorneys' fees and accountants' fees and disbursements (collectively, "Claims") to the extent that such Claims relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence by Dealer or of any of Dealer's employees, agents or subcontractors; (ii) a breach of this Agreement by Dealer, including a breach of any of Dealer's representations, warranties or covenants under this Agreement or (iii) Dealer's use of the Numbers.

19. AUTHORIZED THIRD PARTY BENEFICIARIES

POLARIS AND THE SERVICE PROVIDERS SHALL BE DEEMED THIRD PARTY BENEFICIARIES OF THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT.

20. Force Majeure. Each party hereto shall be excused from performance hereunder, except for payment obligations, to the extent that it is prevented from performing any obligation hereunder, in whole or in part, as a result of delays caused by the other party or an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance or other cause beyond its reasonable control, including failures, fluctuations or non-availability of electrical power, heat, light, air conditioning, computing or information systems or telecommunications equipment or the inability of hardware or software leased or acquired by sale or license from third parties to process without error or malfunction any data. Such nonperformance shall not be a default or ground for termination as long as reasonable means are taken to remedy expeditiously the problem causing such nonperformance.

21. Relationship of Parties.

Shift Digital and the Service Providers are independent contractors, and no agency, partnership, joint venture, employer- employee or other similar relationship is intended or created between or among Dealer, Shift Digital and any Service Provider under this Agreement.

22. Waiver

Any failure or delay of either party in exercising or enforcing any rights or remedies that are available to it under this Agreement (or under any applicable law or otherwise) shall not be deemed to be a waiver of those or any other rights or remedies.

23. Notices. Any notice to be provided under this Agreement shall be in writing and shall be delivered to the last known address of the party to receive the notice, which shall be considered delivered three days after mailing if sent certified mail, return receipt requested, or when received, if sent by e-mail, facsimile, prepaid courier, express mail or personal delivery.

24. Entire Agreement.

This Agreement and the Additional Terms constitute the entire agreement and understanding of the parties in respect of the subject matter contained herein and supersedes all prior agreements, consents and understandings relating to such subject matter. The parties agree that there is no oral

or other agreement relating to such subject matter between the parties which has not been incorporated into this Agreement.

25. Survival

The provisions of Sections 5, 9, 11, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 27, 28, and 29 of this Agreement, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination, will survive the termination of this Agreement and the Services.

26. Changes to this Agreement.

Shift Digital may make changes to this Agreement or put into place additional terms from time to time at its discretion, and shall provide Dealer with thirty (30) days' prior written notice of such changes. When such changes are made, Shift Digital will make a new copy of this Agreement available to Dealer, via notice sent to the Dealer's email address or via the maintenance tool point of entry for the Services. Dealer understands and agrees that its use of the Services after such thirty (30)-day period shall constitute Dealer's agreement to and, acceptance of the updated Agreement or additional terms.

27. Severability.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Headings used in this Agreement are for reference purposes only and are not a part of this Agreement.

28. Assignment.

Dealer may not assign this Agreement without the prior written approval of Shift Digital, except that no approval shall be required to assign this Agreement to any person or entity which is, directly or indirectly, controlled by, controlling, or under common control with Dealer and is a licensed dealer authorized to sell and service Polaris products under a franchise agreement, dealer agreement, dealer retail sales and service agreement, distribution agreement or similar with Polaris. This Agreement and all rights of Shift Digital hereunder may be assigned by Shift Digital, including, without limitation, to Polaris, without consent, payment or other condition (excepting reasonable notice to Dealer). This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

29. Choice of Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Michigan without reference to its conflicts of law principles. The parties expressly disclaim any application to this Agreement of the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. All disputes and controversies pertaining to this Agreement, the performance of the parties hereunder and the enforcement hereof shall be heard exclusively in the federal or state courts located in the County of Oakland, Michigan, U.S.A. and the parties hereby submit to the jurisdiction thereof and venue therein. Notwithstanding the foregoing, a party may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any appropriate jurisdiction.

Appendix

Kenect Additional Terms

Dealer's use of the Kenect services is provided by Kenect, LLC ("Kenect"). In addition to the Universal Terms and Conditions of Use and End User License Agreement between Dealer and Sanctus, LLC, a limited liability company d/b/a Shift Digital (the "Agreement"), the following Additional Terms and Conditions ("Additional Terms") apply to Dealer's use of the Kenect Services. All capitalized terms used in these Additional Terms which are not defined below shall have the meanings given to them in the Agreement. NOTE TO DEALER: THESE ADDITIONAL TERMS INCLUDE PROVISIONS THAT SUPPLEMENT TERMS IN THE AGREEMENT:

1. General Restrictions. Dealer must not (and must not allow any third party to): (i) rent, lease, copy, transfer, sublicense or provide access to the Kenect Service to a third party (except Authorized Users as specifically authorized above); (ii) incorporate the Kenect Service (or any portion thereof) into, or use it with or to provide, any site, product or service; (iii) use the Kenect Service (or any portion thereof) for time sharing purposes or for a third party's benefit; (iv) publicly disseminate information regarding the performance of the Kenect Service (which is deemed Kenect's Confidential Information); (v) modify or create a derivative work of the Kenect Service or any portion thereof; (vi) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Kenect, except to the extent expressly permitted by applicable law and then only upon advance notice to Kenect; (vii) break or circumvent any security measures or rate limits for Kenect Services; (viii) distribute any portion of the Kenect Service other than as specifically permitted above; or (ix) remove or obscure any proprietary or other notices contained in the Kenect Service including in any reports or output obtained from the Kenect Service.

2. Term and Payment.

   (a) With respect to the Kenect Services, this Agreement shall commence on activation of the Kenect Services and continue in effect for twelve (12) months (the "Initial Term"), unless this Agreement is terminated by a Party in accordance with the provisions hereof. This Agreement shall automatically renew for consecutive additional twelve (12) month terms (each a "Renewal Term") after the Initial Term, unless a Party elects not to renew this Agreement by giving not less than thirty (30) days prior written notice thereof to the other Party. The Initial Term and Renewal Term may be referred to herein collectively as the "Term."
   (b) Shift Digital will invoice Dealer for the Services at the beginning of each Term, and Dealer agrees to pay the fees for each Term upfront within thirty (30) days of the date of invoice. If Dealer cancels or elects not to renew during any Term, Dealer will not receive a refund for any prepaid amounts for unused Services.

3. Dealer Obligations:

   (a) Representations Regarding Messages:

      i. Dealer warrants and represents that it and its Authorized Users will not use the Kenect Service in a manner that would violate any obligation with respect to the

Telephone Consumer Protection Act of 1991, any policy or decision made by the Canadian Radio-television and Telecommunications Commission, Canada's Anti-Spam Legislation, the Health Insurance Portability and Accountability Act of 1996, FERPA, the Gramm-Leach-Bliley Act of 1999, Electronic Signatures in Global and National Commerce Act, any Joint Commission requirements or standards, COPPA, and any other applicable federal, state, or international law and amendments thereto.

ii. Dealer further represents and warrants that (i) it, and not Kenect nor Shift Digital, is the "sender" of all Messages transmitted using the Services; (ii) Dealer has consent to send automated Messages to the telephone numbers in the Submitted Data for purposes that include marketing, and Dealer acknowledges and agrees that it is solely responsible for ensuring such consent has been obtained; (iii) Dealer has procured all rights and licenses and has all power and authority necessary to use and text enable those phone numbers it registers or associates with Dealer's account; (iv) Dealer will not use the Services on a phone number that has been exchanged, rented, or purchased from a third party without the permission of the phone number owner; and (v) the phone number is not a mobile subscriber phone number.

iii. Dealer acknowledges and agrees that Kenect and Shift Digital have no obligation to screen content for compliance with the TCPA, telemarketing, do-not-call or privacy laws, and Dealer acknowledges and agrees that it is solely responsible for such compliance.

(b) Representations Regarding Reviews and Ratings. If monitoring and managing Dealer's online reviews or ratings is included in the Kenect Service, Dealer hereby represents and warrants that (a) Dealer ("you") is authorized to provide Shift Digital and Kenect (collectively, "us" or "we") with any Customer, Dealer or Authorized User information that you provide to us in connection with such services (the "Information"), including any personally identifying information of those parties; (b) our possession and use of the information on your behalf in connection with the Kenect Service will not violate any contract, statute, or regulation; (c) any content that you and your authorized representative(s) submit for publication on an online review or ratings website as a provider of goods or services will be true and accurate, is the original work of your authorship, and will only concern you and the goods and services that you provide; (d) you and your authorized representative(s) will only request reviews via the Kenect Service from bonafide Customers; and (e) you and your authorized representative(s) will only provide Information for Customers whose most recent transaction with your business occurred less than 12 months from the date you provide their information to us. Additionally, if an integration or auto-connector is included in the Kenect Service you order, you grant us the right to access your Information or CRM system directly or through a third-party service for the purposes of fulfilling our obligations under the Agreement, and you warrant that you are not restricted by law or applicable agreement from granting us such right. We will not be held liable for any consequences of false or inaccurate content published to an online review or ratings website through the Kenect Service.

Universal Terms and Conditions of Use and End User License Agreement
(Canada)

IMPORTANT - READ CAREFULLY: The products and services that are described on the electronic enrollment portal referencing this Universal Terms and Conditions of Use and End User License Agreement (this "Agreement") or on the services enrollment or order form to which this Agreement is attached (as applicable), including, without limitation, any and all websites, software, tools, digital advertising, and related content and services, informational web pages, online reporting service, any online access to the electronic enrollment portal, and any other online tool, solution, platform or service provided to Dealer (the "Services") are provided by Sanctus, LLC, a limited liability company doing business as Shift Digital ("Shift Digital"), as part of the Certified Digital Program (the "Program") made available by Polaris Sales, Inc. and its authorized affiliates ("Polaris") for its authorized dealers. Although the Program is sponsored by Polaris, Polaris is not providing or otherwise responsible for the Services and is not a party to this Agreement. Polaris is a third party beneficiary of this Agreement as provided in Section 19. Shift Digital does not have the power or authority to bind Polaris through this Agreement or otherwise. This Agreement is a legal contract between you, the dealer ("Dealer") subscribing to the Services, and Shift Digital. The Services are subject to the terms set forth in this Agreement. Dealer represents and warrants that it is a licensed dealer authorized to sell and service Polaris products under a franchise or distributor agreement with Polaris.

Dealer's enrollment for any Services authorizes Shift Digital to begin providing the Services. Dealer agrees to pay the applicable fees for the Services in accordance with the terms set forth in the electronic enrollment portal or order form, which are incorporated herein by reference.

IN ORDER TO USE THE SERVICES, DEALER MUST FIRST AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT BY CLICKING "ENROLL NOW" ON THE ENROLLMENT PORTAL AFTER MAKING THE SERVICE SELECTIONS, OR BY SELECTING SERVICES AND SIGNING A SERVICES ENROLLMENT FORM. DEALER MAY NOT USE THE SERVICES IF DEALER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT. DEALER UNDERSTANDS AND AGREES THAT DEALER'S ENROLLMENT FOR AND/OR USE OF THE SERVICES CONSTITUTES DEALER'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

Before you continue, you should print or save a local copy of this Agreement for your records.

1. Services

Shift Digital agrees to provide the Services to Dealer in accordance with the terms and conditions of this Agreement. Shift Digital may provide all or part of the Services through one or more third party service providers and/or any Shift Digital affiliated company (each, a "Service Provider") selected by Shift Digital, or, as applicable, Dealer. Shift Digital, may in its sole discretion change any Service Provider, at any time and for any reason. Upon request by a Dealer, Shift Digital will notify Dealer of any such change in Service Providers.

2. Use of the Services.

In order to access certain Services, Dealer may be required to provide information about Dealer and Dealer's business (such as identification, billing or contact details). Dealer agrees that any information Dealer provides will be accurate, complete and up to date. Dealer agrees to maintain the confidentiality of passwords associated with any account Dealer uses to access the Services. Dealer acknowledges that the Services may allow Dealer to designate administrators for the Services, thereby granting certain rights and authorizations relating to, among other things, selection of, and preferences for, Services and billing. Dealer agrees that Dealer is solely responsible for all fees, costs or other expenses charged related to any selections made by Dealer or Dealer's designees.

Dealer acknowledges that certain Services may provide Dealer with access to and use of certain toll-free and local tracking phone numbers, as well as other services relating to such numbers (collectively, with the services, the "Number(s)"). Dealer acknowledges and understands that when a person (the "Caller") calls a Number, the Caller will be automatically advised that each call is subject to recording and monitoring prior to the connection of the telephone call to Dealer through the Number (the "Recorded Call Message"). Dealer represents, warrants and agrees in connection with Dealer's use of the Services, that Dealer has reviewed the legality of recording, monitoring, storing, and divulging telephone calls, that Dealer is permitted to engage in such activities, and that Dealer shall use the Number(s) in full compliance with all applicable laws and regulations. Dealer represents and warrants that Dealer has had the opportunity to review the proposed usage of the Numbers with Dealer's legal counsel, and that Dealer has established proper procedures to protect the privacy of, and otherwise comply with all applicable laws and regulations with respect to, Callers and the Call Receivers (defined below). In the event the Recorded Call Message requires a revision in order to comply with applicable laws, then Dealer shall promptly notify Shift Digital in writing of that fact, advising Shift Digital as to the exact language necessary to comply with the applicable laws. Dealer agrees and acknowledges that neither Shift Digital, nor Polaris, nor any Service Providers accept any responsibility for (a) the legality of recording, monitoring, storing and/or divulging telephone calls and (b) the legality of the language used in the Recorded Call Message.

Dealer agrees and acknowledges that applicable laws and regulations may require that Dealer provide notice to and/or receive express consent and permission from, in writing or otherwise, any person whose information is provided by Dealer to Shift Digital for the express purpose of receiving telephone calls (collectively, the "Call Receivers"). Dealer represents, warrants and covenants that Dealer will provide and/or obtain all notices, consents, and permissions relating to Call Receivers, as required by applicable laws and regulations. Shift Digital represents, warrants and covenants that outbound calls made by Shift Digital will be manually dialed and will not utilize pre-recorded messages.

Dealer will not use the Services in connection with any unsolicited or harassing messages (commercial or otherwise), including, but not limited to, unsolicited or unwanted SMS or text messages. Dealer will not improperly engage in activity which the Canadian Radio-television and Telecommunications Commission or other government authority has prohibited. Dealer is personally responsible for all SMS messages originated and sent via the chat Services provided to Dealer (if any). Actions taken using Dealer's credentials shall be deemed to be actions taken by Dealer.

DEALER SHALL, AS REQUIRED BY APPLICABLE LAW OR REGULATION, PROVIDE NOTICE TO DEALER'S CUSTOMERS AND OBTAIN CONSENT, IF REQUIRED FOR USE OF THE SERVICES, IN DEALER'S PRIVACY POLICY AND/OR AS OTHERWISE REQUIRED BY LAW OR REGULATION.

3. Restrictions on Use of Services.

Use of the Services is subject to the applicable policies of the search engines, websites and/or network publishers (collectively, "Publishers") on which display ads, videos or other advertising media ("Advertisements") are posted or displayed in connection with the Services, including, without limitation, any Publisher's editorial guidelines, privacy policies, trademark guidelines, and ad specification requirements (collectively, the "Policies"). Dealer agrees to comply with the Policies during the term of this Agreement. Shift Digital or the applicable Service Provider may (in their sole discretion) modify Advertisements to comply with the Policies. Dealer agrees not to access (or attempt to access) any of the Services by any means other than through the interfaces that are made available to Dealer by Shift Digital or the applicable Service Provider. Dealer agrees not to engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Without limiting the foregoing, Dealer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of any Services or other program associated with the Services.

4. Compliance with Applicable Laws

Dealer shall at all times comply with all applicable laws, legislation, rules, regulations, governmental requirements and industry standards (collectively, “Applicable Laws”) with respect to Dealer’s use of the Services and the performance by Dealer of Dealer’s obligations hereunder, including, but not limited to, any applicable provisions of the Personal Information Protection and Electronic Documents Act, and the Telecommunications Act, Canada's Anti-Spam Law or “CASL” or other federal, provincial, state, municipal or other laws governing the privacy and security of customer information that apply to Dealer.

Dealer and Shift Digital each agree that any collection, storage, disclosure, transfer or use of personal information (including any information about an identifiable individual) will comply with all Applicable Laws governing the collection, storage or use of personal information, including without limitation in Canada, the Personal Information Protection and Electronic Documents Act (Canada).

5. Ownership of Content and Services.

Dealer acknowledges and agrees that all materials and information (such as data files, written text, computer software, music, audio files or other sounds, photographs, manuals, documents, illustrations, pricing information, videos or other images) which are provided by Shift Digital, its Service Providers, or Polaris in connection with the Services, or to which Dealer may have access as part of, or through Dealer's use of, the Services (collectively, the “Provided Content”), together with the Services, including any copyright and/or other intellectual property rights in the Services and the Provided Content, are owned by Shift Digital, Polaris, the Service Providers and/or their respective licensors; provided, however, that all Dealer Content (as defined in Section 6) shall be owned by Dealer. Dealer may not modify, rent, lease, loan, sell, or distribute the Provided Content or the Services or create derivative works based on the Provided Content or the Services (either in

whole or in part), except as expressly provided in this Agreement. Dealer further acknowledges that the Services may contain information which is designated confidential. Dealer agrees not to disclose such information without Shift Digital's prior written consent.

6. Dealer Content

Dealer agrees that it is solely responsible for all content, materials and information provided by Dealer or that Dealer (or any third party acting on behalf of Dealer) creates, transmits or displays while using the Services ("Dealer Content") and for the consequences of these actions (including any loss, liability, fine or damage). Shift Digital reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Dealer Content from any Service as determined in Shift Digital's reasonable discretion. Dealer represents, warrants and covenants that the Dealer Content shall not contain anything that infringes copyrights, trademarks, publicity or any other rights of others; violates any law or regulation, is defamatory or libelous; is abusive, harassing, or threatening; is obscene, vulgar, or profane; or violates someone's privacy.

7. Advertising Services.

Dealer understands that the Services may include, among other things, the creation and posting of Advertisements relating to Dealer's dealership on the World Wide Web and otherwise on Dealer's behalf by Shift Digital or the applicable Service Provider. Dealer is solely responsible for all: (a) campaigns and budget allocation and management (creative or targets), whether generated by or for Dealer; and (b) web site content, services and landing pages that create links, or direct viewers, to any advertised services and products. Dealer understands and agrees that Advertisements may be placed on any website or property provided by a Publisher selected by Shift Digital or the Services or that Dealer requests, and Dealer authorizes and consents to such placements. Shift Digital, Dealer and/or the applicable Service Provider may reject or remove/ask for removal of any Advertisement for any or no reason. Dealer may not use or republish any Advertisements or other marketing materials provided to Dealer by Shift Digital or a Service Provider without prior written consent from Shift Digital.

8. Licenses

Provided that Dealer has paid all applicable fees for the Services and is otherwise in compliance with this Agreement, Shift Digital grants Dealer a limited, restricted, revocable, personal, worldwide, royalty-free, non-assignable, non-transferable, non-sub-licensable and non-exclusive license to use the Services and the Provided Content provided to Dealer, subject to and in accordance with the terms and conditions of this Agreement. This license is for the sole purpose of enabling Dealer to use and enjoy the benefit of the Services in the manner permitted by this Agreement. Dealer retains any copyright and/or other intellectual property rights Dealer already holds in Dealer Content. The products and services of the Service Providers may contain license terms specific to such products or services, and Dealer agrees to comply with all such license terms included in any click-through or browser-wrap license or of which Shift Digital otherwise makes Dealer aware. Dealer may not (and Dealer may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of any software provided as part of or in connection with the Services (the "Software") or any part thereof, or any of the other proprietary elements of the Service, or allow any third parties to use the Services, or any portion thereof, in any way. Dealer may not assign, transfer or sub-license any rights to use the Software, or any of the other proprietary elements of the Service, nor may Dealer

grant a security interest in or over Dealer's rights to use the Software or any other proprietary elements of the Service. Dealer agrees not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

By submitting, posting or displaying the Dealer Content, Dealer grants Shift Digital, and each Service Provider to which Shift Digital provides the Dealer Content for the purposes of providing the Services, a royalty-free and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute the Dealer Content for the sole purpose of providing the Services as contemplated in this Agreement. Dealer agrees that this license includes a right for Shift Digital and the Service Providers to make Dealer Content available to other companies, organizations or individuals with whom they have relationships for the sole purpose of providing the Services. Dealer agrees that Shift Digital and the Service Providers, in performing the Services, may (a) transmit or distribute the Dealer Content, excluding Dealer Data, over various public networks and in various media; and (b) make such changes to the Dealer Content as are necessary to conform and adapt the Dealer Content to the technical requirements of connecting networks, devices, services or media. Dealer represents and warrants that it has and shall have all right, power and authority necessary to grant the rights and licenses granted to Shift Digital and the Services Providers in this Section 8. Neither Shift Digital nor the Service Provider will use the Dealer Content for any other purposes than those intended with the Services or as otherwise provided herein.

9. Access to Dealer's Web Sites, Systems and Data

Dealer hereby authorizes Shift Digital, each Service Provider, and each Publisher that produces, collects or receives Dealer Data, to transfer or provide the Dealer Data to each other and to Polaris in connection with the provision of the Services hereunder. As used herein, "Dealer Data" means data that has been provided by or specifically belongs to the Dealer, including, without limitation, data that consumers provide to Shift Digital or the Service Providers through the Services, whether via websites, applications, tools or other means (including, without limitation, sales lead form contact information and credit application data).

The Dealer Data shall continue to be owned by the Dealer. Neither Shift Digital nor the Service Provider will use the Dealer Data or other customer information for any other purposes than those intended with the Services or as otherwise provided herein. Nothing in this Agreement shall obligate Shift Digital or any Service Provider to retain any Dealer Data. In addition, Shift Digital and each Service Provider agrees that it shall (i) take commercially reasonable steps to protect the Dealer Data; (ii) comply with applicable data privacy law with respect to the Dealer Data; and (iii) maintain reasonably appropriate physical, electronic and procedural safeguards for any Dealer Data relating to Dealer's customers to which Shift Digital has access pursuant to the terms of this Agreement. Such safeguards shall include appropriate measures designed to: (i) protect the security and confidentiality of such customer information, (ii) protect against anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information.

In the event that Shift Digital and/or the applicable Service Provider(s) require Dealer Data from Dealer's DMS or computer systems in order to perform certain Services, Shift Digital will notify

Dealer that such Dealer Data is required, and Dealer shall either (a) authorize Shift Digital or such Service Provider to access Dealer's DMS or computer systems, (b) provide the Dealer Data to Shift Digital and/or such Service Provider(s) in a standard file format and delivery method reasonably acceptable to Shift Digital, or (c) waive Shift Digital's obligations to provide such Services for which such Dealer Data was required. In the event that access to Dealer's DMS or computer systems (and not just access to Dealer Data therein) is required in order to perform certain Services, Dealer hereby authorizes Shift Digital and/or the applicable Service Provider to access the same for the sole purpose of providing such Services. Dealer represents and warrants that it has obtained all rights, consents and authorizations required to provide any such access and/or Dealer Data provided to Shift Digital and/or any Service Provider. Dealer hereby grants to Shift Digital and the Service Providers a royalty-free, non-exclusive, perpetual, irrevocable license to use the Dealer Data provided or made available by Dealer or generated by Dealer's use of the Services, solely for the purposes of (i) performing the Services, (ii) consumer, vehicle, and industry research and reference, (iii) evaluation of sales lead performance, (iv) combining with other data to create proprietary market price and incentive guides, (v) the generation of market analysis data and related products, (vi) aggregating and de-identifying the Dealer Data (i.e., combining the Dealer Data with other dealers' information/data and presenting the combined data in a manner that does not identify Dealer as the source of any of the aggregated data or attribute any of the combined data to Dealer) and using the Dealer Data in such aggregated and de-identified manner for any reasonable business purpose in perpetuity, and/or (vii) developing reports for Polaris, which may include directly sharing Dealer Data with Polaris; provided that the Dealer Data shall not be used to disclose to any third party Dealer's name or the name of any consumer, and shall not be sold to any third party.

Dealer expressly authorizes Shift Digital and the Service Providers to access Dealer Data maintained by third parties, including, without limitation, by such services as Google AdWords and Google Analytics, on Dealer's behalf as Dealer's agent in order to provide the Services.

DEALER ACKNOWLEDGES AND AGREES THAT (A) DEALER IS RESPONSIBLE FOR COMPLIANCE WITH GOOGLE ADWORDS AND GOOGLE ANALYTICS POLICIES, TERMS OF USE, AND APPLICABLE LAWS AND REGULATIONS IN CONNECTION WITH THE USE OF SUCH SERVICES, AND (B) WHEN SHIFT DIGITAL AND/OR THE SERVICE PROVIDERS ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, SHIFT DIGITAL AND/OR SERVICE PROVIDERS ARE ACTING AS DEALER'S AGENT, AND NOT AS THE AGENT OF GOOGLE OR ANY OTHER THIRD PARTY. NEITHER SHIFT DIGITAL, POLARIS, THE SERVICE PROVIDERS, GOOGLE NOR ANY OTHER THIRD PARTY PROVIDES ANY WARRANTY OR GUARANTY (EXPRESS OR IMPLIED) OF ANY RESULTS OR OTHERWISE WITH RESPECT TO ACCESS OR USE OF DEALER DATA IN THE SERVICES.

Shift Digital and/or the applicable Service Providers may access Dealer Data in accounts created and managed by Shift Digital and/or the Service Providers on third party sites or, if Dealer provides its account information and authorizes access to accounts managed by Dealer, Shift Digital and/or the applicable Service Providers may access Dealer's accounts directly on those third party sites and may integrate such accounts with the Services.

10. Modification to Services.

Shift Digital reserves the right to modify or change the Services provided hereunder by modifying current features, deleting features and/or adding features, upon prior written notice to Dealer. Some modifications or changes may result in a fee increase or decrease for such Services. Dealer's continued use of the Services hereunder after notice will constitute Dealer's acceptance of the change in the Services and Dealer's agreement to pay the fees associated with such change in Services.

11. Payment of Fees and Billing.

Dealer agrees to pay the fees for the Services in the amounts set forth in the online registration process or, if an order form was used, on the order form. If fees for the Services, or any portion of the Services, are billed by Polaris via Dealer's Polaris account statement or otherwise, Dealer agrees to pay such fees through, and in accordance with the terms of, Dealer's agreement with Polaris. Except as otherwise set forth on the order form or in the Additional Terms, Shift Digital may invoice Dealer directly on or about the tenth of the month for the Services to be provided to the Dealer during that month (e.g., Dealer will be invoiced on or about January 10th for Services provided during January), except for digital advertising Services which will be invoiced on or about the first of the month following the month during which such Services are provided. Dealer agrees to pay such invoice within thirty (30) days of the date of invoice, except for invoices for digital advertising services, which are due immediately upon the date of invoice. Cancellations that occur on or before the 10th day of each calendar month will not be invoiced the following month. Cancellations that occur after the 10th of any month will be billed for the remainder of that month and will be invoiced for the Services for the following month. Any changes in service packages (e.g., to increase or reduce the amount of the package) will take effect as of the first day of the month following the month in which Dealer requests the change so long as Dealer makes the request not less than five (5) business days prior to the end of the month. Shift Digital may increase fees by giving Dealer not less than sixty (60) days written notice prior to the effective date of the price increase. If Dealer fails to pay for the Services when due, Dealer agrees to pay to Shift Digital, in addition to the fees for the Services: (i) a finance charge equal to the lower of 1.5% per month or the maximum amount permitted by law, and (ii) all costs incurred in connection with collection of past due amounts (including collection agency fees, reasonable attorneys' fees, and court costs). In addition to the other rights reserved hereunder, Shift Digital expressly reserves the right to terminate the Services and disable Dealer's access to the Services for non-payment.

By entering your billing information, Dealer is authorizing Shift Digital to charge your credit card or withdraw funds from a bank account for use of the Services. Dealer is responsible for maintaining accurate and current account information. If a charge for Services is denied for any reason, use of the services will be terminated. Services provided are on a pre-paid basis and Dealer is charged on a monthly cadence.

Please note a 3.5% processing fee will be applied to all credit card interactions. "Polaris Digital" may appear as the entity name on invoices and the Dealer's credit card statements in connection with the billing for Services.

Dealer is responsible for all applicable local, provincial, federal, and any other taxes imposed on the purchase of Services, if any.

If you have questions or need help with managing your subscription, please call the Polaris Digital Program Help Desk at 844-972-7803 or email at: info@polarisboatsdigital.com.

12. Taxes.

All fees stated hereunder are subject to applicable sales, use, excise or similar taxes, whether or not included at the time the fees are billed. Dealer assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on, with respect to, or measured by the Services except for taxes based on the net income of Shift Digital or Service Providers. The invoice from Polaris or Shift Digital may include any such taxes that Polaris or Shift Digital determines it is obligated to collect from Dealer with respect to the Services, and Dealer agrees to timely remit the same to Polaris.

13. Dealer Warranties.

DEALER HEREBY REPRESENTS AND WARRANTS THAT ANY AND ALL DEALER CONTENT SUBMITTED FOR PUBLICATION OR DISPLAYED ON DEALER'S WEBSITE OR IN DIGITAL ADVERTISING, OR IN ANY SOCIAL MEDIA, WILL NOT VIOLATE OR OTHERWISE INFRINGE UPON ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHT OF OTHERS, OR CONTAIN ANYTHING CONSIDERED OBSCENE OR LIBELOUS.

14. Representations and Warranties.

Each Party hereby represents, warrants and covenants to the other that: (a) in performing its obligations and exercising its rights under this Agreement, it will comply with all applicable federal, provincial and local laws, regulations, rules and ordinances and other decrees of any governmental authority; and (b) it has all necessary rights and licenses required to grant the rights granted by it to the other Party herein. Dealer further represents and warrants that any and all Dealer Content submitted for publication or displayed on Dealer's website or in digital advertising, or in any social media, will not violate or otherwise infringe upon any copyright, trademark, patent, statutory, common law or proprietary right of others, or contain anything considered obscene or libelous.

15. Termination.

This Agreement and/or the applicable Services may be terminated or suspended as provided below:

Dealer may cancel the Services online through its account, if online cancellation functionality is available, or, if not available, by providing written notice to Shift Digital delivered by email to info@polarisboatsdigital.com. Cancellations that occur on or before the 10th day of the month will be effective as of the end of that month. Cancellations that occur after the 10th day of the month will be effective at the end of the following month. The cancellation may be subject to Publishers' policies or the ability to re-schedule reserved inventory or cancel Advertisements already in production and any Additional Terms with respect to a Service Provider. Cancelled Advertisements may be published despite cancellation if cancellation of the Advertisements occurs after any applicable commitment date as set forth in advance by Shift Digital or the applicable Service Provider, in which case Dealer must pay for those Advertisements. Upon cancellation or expiration of this Agreement, Dealer will be responsible for any Advertisements already run. If

Shift Digital materially defaults in its performance under this Agreement and fails to substantially cure such default within thirty (30) days after receiving written notice specifying the default or, for those defaults that cannot reasonably be cured within thirty (30) days, fails to promptly commence curing such default and thereafter proceed with all due diligence to substantially cure the default, then Dealer may terminate this Agreement by written notice to Shift Digital.

Dealer acknowledges and agrees that Shift Digital may stop (permanently or temporarily) providing the Services, or any part thereof, to Dealer and/or may terminate this Agreement if: (a) Dealer has breached any provision of this Agreement (or has acted in a manner which clearly shows that Dealer does not intend to, or is unable to comply with the provisions of this Agreement); (b) Shift Digital is required to do so by law (for example, where the provision of the Services to Dealer is, or becomes, unlawful); (c) the Service Provider selected by Dealer or Shift Digital to provide the Services has terminated its relationship with Shift Digital or ceases to offer the Services, or any part thereof, to Dealer; (d) the provision of the Services to Dealer by Shift Digital is, in Shift Digital's sole opinion, no longer commercially viable, or (e) Shift Digital provides Dealer with thirty (30) days prior written notice of termination of the Services, or any part thereof, with or without cause. In addition, Shift Digital may disable access to Dealer's account if Dealer fails to pay the fees owed for the Services when due. Dealer acknowledges and agrees that if Shift Digital disables access to Dealer's account, Dealer may be prevented from accessing the Services, Dealer's account details or any files or other content which is contained in Dealer's account. Dealer acknowledges and agrees that Shift Digital, Polaris and the Service Providers will not be liable in any way for any inconvenience, delay, damages, losses or other claims related to disabling Dealer's access to the account due to such non-payment.

This Agreement will automatically terminate without requirement of notice by either party effective on the date of the expiration or termination of Dealer's franchise agreement, dealer agreement, dealer retail sales and service agreement, distribution agreement or other similar agreement with Polaris for any reason.

16. DISCLAIMERS. DEALER EXPRESSLY UNDERSTANDS AND AGREES THAT, DEALER'S USE OF THE SERVICES AND THE PROVIDED CONTENT IS AT DEALER'S SOLE RISK AND ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, SHIFT DIGITAL, POLARIS, THE SERVICE PROVIDERS AND THEIR AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT TO DEALER THAT: (A) DEALER'S USE OF THE SERVICES OR THE PROVIDED CONTENT WILL MEET DEALER'S REQUIREMENTS, OR (B) DEALER'S USE OF THE SERVICES OR PROVIDED CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES, INCLUDING ANY PROVIDED CONTENT, IS DONE AT DEALER'S OWN DISCRETION AND RISK AND THAT DEALER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO DEALER'S COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DEALER DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY DEALER FROM SHIFT DIGITAL, ANY SERVICE PROVIDER OR POLARIS, OR THROUGH OR FROM THE USE OF THE SERVICES SHALL CREATE ANY WARRANTY.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SHIFT DIGITAL, POLARIS AND EACH SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE PROVIDED CONTENT INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17. LIMITATION OF LIABILITY.

SUBJECT TO APPLICABLE LAW, DEALER UNDERSTANDS AND AGREES THAT NEITHER SHIFT DIGITAL, NOR POLARIS NOR THE SERVICE PROVIDERS, NOR ANY OF THEIR AFFILIATES OR LICENSORS SHALL BY LIABLE TO DEALER FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY DEALER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; OR (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY DEALER AS A RESULT OF: (I) ANY RELIANCE PLACED BY DEALER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN DEALER AND ANY THIRD PARTY REGARDING DEALER'S USE OF THE SERVICES, (II) ANY CHANGES WHICH SHIFT DIGITAL OR ANY SERVICE PROVIDER MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY DEALER CONTENT, DEALER DATA, AND/OR OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH DEALER'S USE OF THE SERVICES; (IV) DEALER'S FAILURE TO PROVIDE SHIFT DIGITAL OR ANY SERVICE PROVIDER WITH ACCURATE ACCOUNT INFORMATION; OR (V) DEALER'S FAILURE TO KEEP DEALER'S PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE ABOVE LIMITATIONS ON LIABILITY SHALL APPLY REGARDLESS OF WHETHER A PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL THE LIABILITY OF SHIFT DIGITAL, POLARIS OR THE SERVICE PROVIDERS, IN THE AGGREGATE, EXCEED AN AMOUNT EQUAL TO THE MONTHLY SERVICE FEE PAID BY DEALER FOR THE MONTH IN WHICH THE BREACH OR CAUSE OF DAMAGE OCCURRED.

18. Indemnification.

Dealer will defend, indemnify and hold Shift Digital, the Service Providers, Polaris and each of their respective employees, officers, directors, managers, shareholders, agents, representatives and affiliates (collectively, the "Shift Digital Indemnified Parties") harmless from and against all third party claims, demands, suits, causes of actions, and administrative or regulatory actions of whatever kind or character, and including any related liabilities, obligations, losses, damages, fines, judgments, settlements, charges, costs, and expenses (including attorneys' fees and

accountants' fees and disbursements (collectively, "Claims") to the extent that such Claims relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence by Dealer or of any of Dealer's employees, agents or subcontractors; (ii) a breach of this Agreement by Dealer, including a breach of any of Dealer's representations, warranties or covenants under this Agreement or (iii) Dealer's use of the Numbers.

19. AUTHORIZED THIRD PARTY BENEFICIARIES
POLARIS AND THE SERVICE PROVIDERS SHALL BE DEEMED THIRD PARTY BENEFICIARIES OF THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT.

20. Force Majeure. Each party hereto shall be excused from performance hereunder, except for payment obligations, to the extent that it is prevented from performing any obligation hereunder, in whole or in part, as a result of delays caused by the other party or an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance or other cause beyond its reasonable control, including failures, fluctuations or non-availability of electrical power, heat, light, air conditioning, computing or information systems or telecommunications equipment or the inability of hardware or software leased or acquired by sale or license from third parties to process without error or malfunction any data. Such nonperformance shall not be a default or ground for termination as long as reasonable means are taken to remedy expeditiously the problem causing such nonperformance.

21. Relationship of Parties.
Shift Digital and the Service Providers are independent contractors, and no agency, partnership, joint venture, employer- employee or other similar relationship is intended or created between or among Dealer, Shift Digital and any Service Provider under this Agreement.

22. Waiver
Any failure or delay of either party in exercising or enforcing any rights or remedies that are available to it under this Agreement (or under any applicable law or otherwise) shall not be deemed to be a waiver of those or any other rights or remedies.

23. Notices. Any notice to be provided under this Agreement shall be in writing and shall be delivered to the last known address of the party to receive the notice, which shall be considered delivered three days after mailing if sent certified mail, return receipt requested, or when received, if sent by e-mail, facsimile, prepaid courier, express mail or personal delivery.

24. Entire Agreement.
This Agreement and the Additional Terms constitute the entire agreement and understanding of the parties in respect of the subject matter contained herein and supersedes all prior agreements, consents and understandings relating to such subject matter. The parties agree that there is no oral or other agreement relating to such subject matter between the parties which has not been incorporated into this Agreement.

25. Survival
The provisions of Sections 5, 9, 11, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 27, 28, and 29 of

this Agreement, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination, will survive the termination of this Agreement and the Services.

26. Changes to this Agreement.

Shift Digital may make changes to this Agreement or put into place additional terms from time to time at its discretion, and shall provide Dealer with thirty (30) days' prior written notice of such changes. When such changes are made, Shift Digital will make a new copy of this Agreement available to Dealer, via notice sent to the Dealer's email address or via the maintenance tool point of entry for the Services. Dealer understands and agrees that its use of the Services after such thirty (30)-day period shall constitute Dealer's agreement to and, acceptance of the updated Agreement or additional terms.

27. Severability.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Headings used in this Agreement are for reference purposes only and are not a part of this Agreement.

28. Assignment.

Dealer may not assign this Agreement without the prior written approval of Shift Digital, except that no approval shall be required to assign this Agreement to any person or entity which is, directly or indirectly, controlled by, controlling, or under common control with Dealer and is a licensed dealer authorized to sell and service Polaris products under a franchise agreement, dealer agreement, dealer retail sales and service agreement, distribution agreement or similar with Polaris. This Agreement and all rights of Shift Digital hereunder may be assigned by Shift Digital, including, without limitation, to Polaris, without consent, payment or other condition (excepting reasonable notice to Dealer). This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

29. Choice of Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the Province of Ontario without reference to its conflicts of law principles. The parties expressly disclaim any application to this Agreement of the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. All disputes and controversies pertaining to this Agreement, the performance of the parties hereunder and the enforcement hereof shall be heard exclusively in the federal or provincial courts located in or near Windsor, Ontario, Canada and the parties hereby submit to the jurisdiction thereof and venue therein. Notwithstanding the foregoing, a party may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any appropriate jurisdiction.

30. Language Translation

Except in Quebec, any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In Quebec, the French language version of this Agreement shall be equally authoritative. The Parties acknowledge that they have required that this Agreement, as

well as any documents, notices and legal proceedings executed, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les Parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que tous les documents exécutés, avis donnés et procédures judiciares intentées directement ou indirectement à la suite ou relativement à la présente convention.

Appendix

Kenect Additional Terms

Dealer's use of the Kenect services is provided by Kenect, LLC ("Kenect"). In addition to the Universal Terms and Conditions of Use and End User License Agreement between Dealer and Sanctus, LLC, a limited liability company d/b/a Shift Digital (the "Agreement"), the following Additional Terms and Conditions ("Additional Terms") apply to Dealer's use of the Kenect Services. All capitalized terms used in these Additional Terms which are not defined below shall have the meanings given to them in the Agreement. NOTE TO DEALER: THESE ADDITIONAL TERMS INCLUDE PROVISIONS THAT SUPPLEMENT TERMS IN THE AGREEMENT:

4. General Restrictions. Dealer must not (and must not allow any third party to): (i) rent, lease, copy, transfer, sublicense or provide access to the Kenect Service to a third party (except Authorized Users as specifically authorized above); (ii) incorporate the Kenect Service (or any portion thereof) into, or use it with or to provide, any site, product or service; (iii) use the Kenect Service (or any portion thereof) for time sharing purposes or for a third party's benefit; (iv) publicly disseminate information regarding the performance of the Kenect Service (which is deemed Kenect's Confidential Information); (v) modify or create a derivative work of the Kenect Service or any portion thereof; (vi) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Kenect, except to the extent expressly permitted by applicable law and then only upon advance notice to Kenect; (vii) break or circumvent any security measures or rate limits for Kenect Services; (viii) distribute any portion of the Kenect Service other than as specifically permitted above; or (ix) remove or obscure any proprietary or other notices contained in the Kenect Service including in any reports or output obtained from the Kenect Service.

5. Term and Payment.

   (a) With respect to the Kenect Services, this Agreement shall commence on activation of the Kenect Services and continue in effect for twelve (12) months (the "Initial Term"), unless this Agreement is terminated by a Party in accordance with the provisions hereof. This Agreement shall automatically renew for consecutive additional twelve (12) month terms (each a "Renewal Term") after the Initial Term, unless a Party elects not to renew this Agreement by giving not less than thirty (30) days prior written notice thereof to the other Party. The Initial Term and Renewal Term may be referred to herein collectively as the "Term."
   (b) Shift Digital will invoice Dealer for the Services at the beginning of each Term, and Dealer agrees to pay the fees for each Term upfront within thirty (30) days of the date of invoice.. If Dealer cancels or elects not to renew during any Term, Dealer will not receive a refund for any prepaid amounts for unused Services.

6. Dealer Obligations:

   (a) Representations Regarding Messages:

      i. Dealer warrants and represents that it and its Authorized Users will not use the Kenect Service in a manner that would violate any obligation with respect to the

Telephone Consumer Protection Act of 1991, any policy or decision made by the Canadian Radio-television and Telecommunications Commission, Canada's Anti-Spam Legislation, the Health Insurance Portability and Accountability Act of 1996, FERPA, the Gramm-Leach-Bliley Act of 1999, Electronic Signatures in Global and National Commerce Act, any Joint Commission requirements or standards, COPPA, and any other applicable federal, state, or international law and amendments thereto.

ii. Dealer further represents and warrants that (i) it, and not Kenect nor Shift Digital, is the "sender" of all Messages transmitted using the Services; (ii) Dealer has consent to send automated Messages to the telephone numbers in the Submitted Data for purposes that include marketing, and Dealer acknowledges and agrees that it is solely responsible for ensuring such consent has been obtained; (iii) Dealer has procured all rights and licenses and has all power and authority necessary to use and text enable those phone numbers it registers or associates with Dealer's account; (iv) Dealer will not use the Services on a phone number that has been exchanged, rented, or purchased from a third party without the permission of the phone number owner; and (v) the phone number is not a mobile subscriber phone number.

iii. Dealer acknowledges and agrees that Kenect and Shift Digital have no obligation to screen content for compliance with the TCPA, telemarketing, do-not-call or privacy laws, and Dealer acknowledges and agrees that it is solely responsible for such compliance.

(b) Representations Regarding Reviews and Ratings. If monitoring and managing Dealer's online reviews or ratings is included in the Kenect Service, Dealer hereby represents and warrants that (a) Dealer ("you") is authorized to provide Shift Digital and Kenect (collectively, "us" or "we") with any Customer, Dealer or Authorized User information that you provide to us in connection with such services (the "Information"), including any personally identifying information of those parties; (b) our possession and use of the information on your behalf in connection with the Kenect Service will not violate any contract, statute, or regulation; (c) any content that you and your authorized representative(s) submit for publication on an online review or ratings website as a provider of goods or services will be true and accurate, is the original work of your authorship, and will only concern you and the goods and services that you provide; (d) you and your authorized representative(s) will only request reviews via the Kenect Service from bonafide Customers; and (e) you and your authorized representative(s) will only provide Information for Customers whose most recent transaction with your business occurred less than 12 months from the date you provide their information to us. Additionally, if an integration or auto-connector is included in the Kenect Service you order, you grant us the right to access your Information or CRM system directly or through a third-party service for the purposes of fulfilling our obligations under the Agreement, and you warrant that you are not restricted by law or applicable agreement from granting us such right. We will not be held liable for any consequences of false or inaccurate content published to an online review or ratings website through the Kenect Service.