RumbleSeat Club Platform Agreement

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This RumbleSeat Club Platform Agreement (this "Agreement") is between RumbleSeat LLC, a New Mexico limited liability company ("RumbleSeat," "we" or "us"), and the car club or organization on whose behalf it is accepted ("Club" or "you").

Club wishes to use the RumbleSeat platform for its club website, member management, event management, vehicle records, marketplace access and community tools. RumbleSeat provides the platform on the terms below. Capitalized terms not defined here have the meanings given in the Terms of Use.

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1. Definitions

1.1 **"Terms of Use" and "Privacy Policy"** mean RumbleSeat's Terms of Use and Privacy Policy published at rumbleseat.com, as updated from time to time.

1.2 **"Platform"** means the RumbleSeat software platform and the services RumbleSeat provides through it, including accounts, the Garage vehicle-record tools, club creation and management, discussion forums, messaging, the Marketplace and payment processing integration.

1.3 **"Club Site"** means the website RumbleSeat operates, hosts or powers for Club under Club's name, branding or internet domain. Each Club Site is a "Club Site" as that term is defined in Section 1.1 of the Terms of Use.

1.4 **"Club Owner"** means the individual recorded in the Platform as the owner of the Club Site, initially the individual who created it and thereafter any individual to whom ownership has been transferred and who has accepted this Agreement.

1.5 **"Club Administrator"** means an individual the Club Owner designates in the Platform as authorized to administer the Club Site.

1.6 **"Member"** means an individual who holds or applies for membership in Club. A Member is either a Roster-Only Member or an Account Holder.

1.7 **"Roster-Only Member"** means a Member whose information Club has imported or entered into the Platform and who has not created a RumbleSeat Account.

1.8 **"Account Holder"** means a Member who has created a RumbleSeat Account, whether before or after joining Club.

1.9 **"Active Member"** means a Member whom RumbleSeat counts for billing under Section 4.4. Associate, expired, lapsed and deceased Members are not Active Members.

1.10 **"Club Roster Data"** means Club's records of its Members in their capacity as members of Club, including membership status and class, Club's dues and event records for them, chapter affiliation and Club's own membership notes, together with all information about Roster-Only Members.

1.11 **"Account Data"** means the information an individual provides to or generates through a RumbleSeat Account, including profile information, Garage vehicle records, Marketplace activity, messages, forum posts, preferences and usage data, whether created on a Club Site or elsewhere on the Platform.

1.12 **"Dues and Event Data"** means records of dues payments and event registrations processed through the Club Site.

1.13 **"Site Visitor Data"** means information collected from a person visiting a Club Site through cookies, pixels, tags, software development kits and similar technologies, whether or not that person is a Member or an Account Holder.

1.14 **"Fee Schedule"** means RumbleSeat's published schedule of plans, subscription fees and transaction fees, as updated under Section 15.

1.15 **"Plan"** means the subscription tier Club has selected, as described in the Fee Schedule.

1.16 **"Special Terms Schedule"** means a schedule of negotiated terms executed in writing by RumbleSeat and a particular club. Where a Special Terms Schedule conflicts with this Agreement, the Special Terms Schedule controls for that club and only as to the matters it addresses.

1.17 **"Optional Services"** means setup, design, migration or training services RumbleSeat offers separately from the Platform, at the prices and on the terms stated in the Fee Schedule.

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2. Acceptance, authority and ownership

2.1 **Acceptance.** This Agreement is accepted electronically by the individual who creates the Club Site, at the time of creation. A Club Site cannot be created, and payment processing cannot be activated, without a recorded acceptance. Acceptance is also required from any individual who receives ownership of a Club Site by transfer, at the time of transfer, and from the Club Owner on any material change to this Agreement under Section 15.5. Club may also accept this Agreement by signing the Signature Page, in which case acceptance occurs on the date stated on that page and RumbleSeat records that page as the acceptance record for the Club Site under Section 2.6.

2.2 **Authority.** By accepting, the accepting individual represents that he or she is authorized to act for Club, or is creating or maintaining the Club Site at Club's direction, and that Club agrees to this Agreement. RumbleSeat does not require that the accepting individual be an officer or director of Club.

2.3 **No personal liability.** The individual who accepts this Agreement does not thereby become personally liable for Club's obligations under it. This Section does not limit that individual's own obligations under the Terms of Use as a user of the Platform.

2.4 **The Club Owner.** The Club Owner is RumbleSeat's point of contact and is the person entitled to exercise Club's rights under this Agreement, including the rights in Section 5.9. The Club Owner may designate co-owners and Club Administrators and may transfer ownership within the Platform. RumbleSeat may act on instructions it reasonably believes came from the Club Owner or a Club Administrator.

2.5 **Disputed authority.** If Club or a person reasonably appearing to act for Club disputes who is authorized to control the Club Site, RumbleSeat may suspend the Club Site or reassign ownership to the person RumbleSeat reasonably determines is authorized, and may require documentation before doing so. RumbleSeat has no obligation to resolve a dispute about Club's internal governance and takes no position on one.

2.6 **Record of acceptance.** RumbleSeat records each acceptance, including the accepting individual's identity and account, the Club Site, the version of this Agreement presented, the date and time, and the network address from which acceptance was made. That record is admissible evidence of acceptance.

2.7 **One agreement per Club Site.** Each Club Site is a separate customer relationship under its own acceptance of this Agreement. A chapter, region or affiliated organization that operates its own Club Site does so under its own agreement, accepted by whoever created that site. A parent club's agreement does not cover its chapters, and a chapter's agreement does not bind its parent. This Agreement creates no rights in any person other than RumbleSeat and Club.

2.8 **Negotiated clubs.** A club with negotiated terms executes this Agreement in writing together with a Special Terms Schedule, in place of electronic acceptance.

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3. The Platform and the Club Site

3.1 **Provision.** Subject to this Agreement, RumbleSeat will provide Club access to the Platform and will host and operate the Club Site.

3.2 **What each Party controls.** RumbleSeat designs, builds, maintains and controls the software, templates, page structures, components and platform features of the Club Site. Club controls the content it publishes. This allocation governs the responsibilities in Section 10 and elsewhere in this Agreement.

3.3 **Changes to the Platform.** RumbleSeat may modify, add to or discontinue features of the Platform. RumbleSeat will give Club notice under Section 15.5 before a change that materially reduces the functionality included in Club's Plan.

3.4 **Support.** RumbleSeat provides support as stated in the Fee Schedule for Club's Plan. Except as the Fee Schedule provides, RumbleSeat does not commit to a response or resolution time.

3.5 **Migration in.** RumbleSeat provides tools for Club to import its existing member records, vehicle and garage data, events and associated content at no charge. Any additional migration assistance is as stated in the Fee Schedule for Club's Plan or as an Optional Service.

3.6 **Administrator tools.** RumbleSeat provides Club Administrators tools to act on a Member's behalf, including registering a Member for an event, renewing or paying dues and updating Member details. Club is responsible for its Administrators' use of those tools and for having the Member's authorization.

3.7 **Relationship to the Terms of Use.** Each individual's access to and use of a Club Site is governed by the Terms of Use and the Privacy Policy, which form an agreement between RumbleSeat and that individual. This Agreement governs the relationship between RumbleSeat and Club. Club's membership rules, bylaws, codes of conduct and similar policies do not displace the Terms of Use as to any Club Site.

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4. Plans, fees and payments

4.1 **Plans and fees.** The Fee Schedule states, for each Plan: the subscription fee and billing frequency; the number of Active Members included; the overage rate for Active Members above that number; the transaction fee rate; which payment features are included and which are optional; included storage, the rate for additional storage, and the consequences of exceeding the included storage; and any other recurring or usage-based fee, rate, limit or threshold that applies to that Plan. The Fee Schedule is incorporated into this Agreement, and RumbleSeat may change it under Section 15.5. Premium functionality is not sold separately and is included in the higher Plan. Club may move between Plans or cancel as the Fee Schedule provides. RumbleSeat may add, rename or retire Plans, and a change of Plan name alone does not change Club's rights under this Agreement.

4.2 **When billing starts.** There is no free trial. Subscription billing begins when the Club Site goes live or when Club activates payment processing, whichever occurs first. Transaction fees apply from activation of payment processing. Any promotional or transition period is as stated in the Fee Schedule or in Club's Special Terms Schedule.

4.3 **Transaction fees.** RumbleSeat charges a percentage of each transaction processed through the Club Site at the rate stated in the Fee Schedule for Club's Plan. The rate differs by Plan. The payment processor's own fees apply in addition to RumbleSeat's rate and are not marked up by RumbleSeat.

4.4 **Active Member count.** Club's subscription includes the number of Active Members stated in the Fee Schedule for Club's Plan, and each Active Member above that number is billed at the per-Member rate in the Fee Schedule. RumbleSeat determines the count from Club's roster

as maintained on the Platform, measured at the start of each billing period, and the count follows Club's roster from period to period. Club's own classification of a Member as associate, expired, lapsed or deceased governs, and RumbleSeat does not charge for those records or require Club to delete them. Members added during a billing period are counted beginning with the next billing period. Club is responsible for the accuracy of its roster. If Club believes a count is incorrect, Club may notify RumbleSeat within thirty (30) days after the invoice, and RumbleSeat will review the count and credit any overcharge against the next invoice.

4.5 **Payment account; RumbleSeat is not the merchant of record.** Club establishes and maintains its own payment-processor account. Each transaction is charged and settled directly in that account and the processor pays out to Club. Members pay Club, not RumbleSeat. RumbleSeat provides the software and the payment-processor integration, is not a party to the transaction, and never receives, holds, withholds or remits Club's funds. RumbleSeat's fee is collected as an application fee deducted from each transaction by the payment processor.

4.6 **Refunds and chargebacks.** On a refund or chargeback, RumbleSeat retains its application fee, except where the refund or chargeback results from an error in the Platform.

4.7 **Prices shown to Members.** The Club Site displays a single all-in price set by Club. Fees are not shown to Members as a separate line item. Club sets its own prices and is solely responsible for the lawfulness of its pricing and for any disclosure its pricing requires, including under any applicable surcharge, convenience-fee or price-disclosure law. Any pricing or markup utility RumbleSeat makes available is a convenience only. RumbleSeat gives no pricing advice.

4.8 **Taxes.** Club is responsible for any sales, use or other tax arising from the amounts it collects. RumbleSeat is responsible only for taxes on its own fees and net income.

4.9 **Term of subscription.** Subscriptions are month to month with no minimum term. Club may cancel at any time, effective at the end of the then-current billing period. Any annual billing option and its term will be stated in the Fee Schedule.

4.10 **Non-payment.** If Club fails to pay an amount when due, RumbleSeat will give Club notice and fourteen (14) days to cure before suspending the Club Site under Section 9.3.

4.11 **Optional Services.** Optional Services are ordered separately, are not included in any Plan, and are provided at the price and on the terms stated in the Fee Schedule. Club owns the content it supplies and the configuration of its own Club Site. RumbleSeat retains all right, title and interest in the templates, components and platform elements used to deliver Optional Services, which remain licensed under this Agreement and are not assigned to Club. Migration of data from Club's prior platform depends on Club supplying that data in a usable form, and RumbleSeat does not warrant that any particular record, discussion thread, file or

image can be imported. Any stated timeline is an estimate and not a commitment. Fees for Optional Services are earned as the work is performed, and the Fee Schedule states what applies if Club cancels after ordering and before the work is complete.

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5. Data

5.1 **Two kinds of Members.** Club's Members fall into two categories, and RumbleSeat's role differs between them. For Roster-Only Members, RumbleSeat acts as Club's service provider and processes their information only on Club's instructions. For Account Holders, the individual has an account relationship with RumbleSeat governed by the Terms of Use and the Privacy Policy, and RumbleSeat is an independent controller of the Account Data arising from that relationship.

5.2 **Club Roster Data.** As between the Parties, Club owns Club Roster Data, including the membership, dues and event records it maintains for its Members and all information about Roster-Only Members. RumbleSeat does not claim ownership of it, processes it on Club's instructions to provide the Platform, and may retain copies for operational, backup and security purposes.

5.3 **Account Data.** Account Data arises from the relationship between RumbleSeat and the Account Holder and is governed by the Terms of Use and the Privacy Policy, regardless of how many clubs the Account Holder belongs to and whether the account existed before the Account Holder joined Club. Club acquires no ownership of Account Data, and the rights in Section 5.9 do not reach it. An Account Holder's account continues after the Account Holder leaves Club or Club leaves the Platform, unless the Account Holder closes it.

5.4 **Dues and Event Data.** RumbleSeat processes Dues and Event Data on Club's instructions to collect payments and keep records for Club, and does not use it to market to Club's Members directly. RumbleSeat may use Dues and Event Data in aggregated or de-identified form, and may use an Account Holder's own event activity to make recommendations to that Account Holder.

5.5 **RumbleSeat's use of Account Data on its own account.** RumbleSeat may use Account Data for its own purposes as described in the Privacy Policy, including to provide and promote Marketplace features, community features across clubs, and Garage features; to send Account Holders RumbleSeat's own product, feature and marketing communications where the Account Holder has opted in to receive them; to make in-product suggestions and recommendations; for advertising, retargeting and custom and lookalike audiences through third-party advertising platforms; for cross-club discovery, including the club directory and club and event recommendations; for sponsor and partner audiences on RumbleSeat's own behalf; for product analytics, measurement and research; to create aggregated and de-identified analytics and insights, including insights RumbleSeat publishes or licenses; and to develop models and artificial-intelligence features. These uses are subject to the Account Holder's own privacy and communication preferences.

5.6 **Roster-Only Members are excluded from these uses.** RumbleSeat does not market directly to Roster-Only Members and does not upload Roster-Only Member information to advertising platforms. A Roster-Only Member becomes subject to Section 5.5 only on creating a RumbleSeat Account.

5.7 **No club-level opt-out.** The uses in Section 5.5 reach only Account Holders, who control their own privacy and communication preferences. Club has no club-level right to withdraw its Account Holders from them. Roster-Only Member information is handled only on Club's instructions, so there is nothing for Club to opt out of.

5.8 **Invitations to Roster-Only Members.** Club may use Platform tools to invite its Roster-Only Members to create RumbleSeat Accounts. Club decides whether to send the invitation, and the invitation is sent on Club's behalf.

5.9 **Export and deletion.** The Club Owner may request a copy of Club Roster Data at any time by emailing contact@rumbleseat.com, and RumbleSeat will provide it in a standard format at no charge within thirty (30) days, or within any shorter period RumbleSeat publishes. The Club Owner may request deletion at the same address, and RumbleSeat will delete Club Roster Data within thirty (30) days. Requests must come from the recorded Club Owner. These obligations do not reach backups until they cycle out on RumbleSeat's ordinary schedule, records RumbleSeat is required to keep, including its transaction-fee and billing records, or Account Data. Club's payment records remain in Club's own payment-processor account.

5.10 **Data processing.** Exhibit B governs each Party's processing of personal information under this Agreement.

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6. Advertising and analytics technologies on the Club Site

6.1 **Consent.** Club consents to RumbleSeat placing and operating cookies, pixels, tags, software development kits and similar technologies on the Club Site, including those of third-party advertising and analytics providers, for the purposes described in the Privacy Policy.

6.2 **Scope.** These technologies operate on all visitors to the Club Site, whether or not the visitor is a Member or an Account Holder, and the resulting Site Visitor Data is shared as the Privacy Policy describes.

6.3 **Limits.** RumbleSeat does not upload Roster-Only Member information to advertising platforms. Where Club's Special Terms Schedule so provides, RumbleSeat will not load advertising technologies on Club's Club Site.

6.4 **Required notices and controls.** The Club Site displays the privacy notice, consent interface and privacy-choice controls that RumbleSeat provides. Club will not remove, disable, obscure or alter them.

6.5 **Club's own technologies.** Club will not add its own cookies, pixels, tags, tracking scripts or analytics tools to the Club Site without RumbleSeat's prior written consent. Tracking technologies that Club introduces are Club's responsibility, and Section 12.1 applies to them.

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7. Trademarks and brand

7.1 **License from Club.** Club grants RumbleSeat a non-exclusive, royalty-free license to use Club's name, logos, insignia and other marks to operate and promote the Club Site, to list Club in the RumbleSeat club directory, and to identify Club as a user of the Platform on RumbleSeat's website and in its sales, marketing and investor materials. After this Agreement ends, RumbleSeat retains a perpetual right to state that Club was a customer.

7.2 **License to Club.** RumbleSeat grants Club a limited, non-exclusive, non-transferable license to display the RumbleSeat name and marks solely as RumbleSeat specifies for the attribution required by Section 7.3, and solely during the term.

7.3 **Attribution.** Every Club Site, on every Plan, displays a "Powered by RumbleSeat" credit in the footer in the form RumbleSeat provides, together with a link to RumbleSeat's copyright policy. Club will not remove, obscure or alter the credit. RumbleSeat does not offer white-labeled club sites. If RumbleSeat later offers removal of the credit, it will be stated in the Fee Schedule.

7.4 **Club brand assets.** Club uploads its own logo, site icon and favicon through the Platform. If Club does not, the Club Site displays Club's name with a generic monogram. RumbleSeat does not use its own marks as defaults on a Club Site. Club represents that it has the right to use each asset it uploads and grants RumbleSeat the license in Section 7.1 as to them.

7.5 **Quality control.** Each Party will use the other's marks consistently with any reasonable usage guidelines the owner provides and will not use them in a manner that disparages the owner or suggests an endorsement or affiliation beyond what this Agreement describes. Neither Party has an approval right over the other's use.

7.6 **Ownership.** Each Party retains all right, title and interest in its own marks, and all goodwill from a Party's use of the other's marks inures to the owner.

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8. Club responsibilities

8.1 **Club content.** Club is responsible for the content it publishes on the Club Site, including that it has the rights necessary to publish it and that it complies with law.

8.2 **Governance.** Club is solely responsible for its membership rules, bylaws, dues, elections, discipline and governance. RumbleSeat takes no position on those matters and has no role in enforcing them.

8.3 **Moderation.** Club Administrators have moderation tools for Club's own community and are responsible for day-to-day moderation of Club's content and Members.

8.4 **Compliance.** Club is responsible for its own compliance with law, including nonprofit governance, charitable solicitation and registration, raffles and games of chance, alcohol service, event permitting and insurance.

8.5 **Club's communications.** Club is responsible for the communications it sends to its Members through the Platform, including obtaining any consent required and complying with applicable law governing commercial email and messaging.

8.6 **Offline access.** Club will maintain a reasonable method, not dependent on the Club Site, by which a person may reach Club, which may be a telephone number, mailing address or email address. Club will use the Administrator tools described in Section 3.6 to complete a transaction for any Member who asks for help or cannot use the Club Site.

8.7 **Club information.** Club will keep the information it provides to RumbleSeat accurate and current, including the Club Owner's email address.

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9. Platform moderation, removal and suspension

9.1 **RumbleSeat's moderation right.** RumbleSeat maintains platform-wide moderation tools and a reporting system through which any user may report content. RumbleSeat may review reports and may hide, edit or delete content and ban users anywhere on the Platform, including on Club Sites and in Marketplace listings. This is a right and not an obligation. RumbleSeat does not commit to review any report, to act on it, or to respond within any period.

9.2 **Immediate suspension.** RumbleSeat may remove content or suspend a Club Site immediately and without prior notice if RumbleSeat reasonably determines that the content or the Club Site is unlawful or infringing, presents a security threat to the Platform, involves fraud or payment abuse, or is the subject of a dispute over who is authorized to control it under Section 2.5.

9.3 **Other breaches.** For any other breach, including non-payment, RumbleSeat will give Club notice and fourteen (14) days to cure before suspending the Club Site.

9.4 **Copyright.** RumbleSeat maintains a copyright policy and a notice-and-takedown process, which apply to content on Club Sites. Every Club Site links to that policy in the footer. RumbleSeat's designation of an agent with the United States Copyright Office covers RumbleSeat as a service provider and does not cover Club. If Club is itself a service provider with respect to content its Members post, Club is responsible for making and maintaining its own designation.

10. Accessibility

10.1 **RumbleSeat.** RumbleSeat will use commercially reasonable efforts to conform the templates, features and platform elements it designs and controls on the Club Site to the Web Content Accessibility Guidelines version 2.1, Level AA.

10.2 **Club.** Club is responsible for the accessibility of the content it supplies, including documents, images, video and their text alternatives, and for the accessibility of its physical facilities, events and programs.

10.3 **Offline route.** Section 8.6 applies.

10.4 **Notice and cooperation.** Each Party will promptly notify the other of any accessibility complaint, demand, claim or proceeding concerning a Club Site and will cooperate in good faith on the response. Each Party is responsible for claims concerning its own content, RumbleSeat for the templates and platform features it controls and Club for the content it supplies.

10.5 **No accessibility indemnity.** Neither Party indemnifies the other for accessibility claims, and neither Party pays the other's fees or costs. Section 12 does not extend to accessibility claims. A negotiated accessibility indemnity, if any, appears in a club's Special Terms Schedule.

11. Representations and disclaimers

11.1 **Mutual.** Each Party represents that it has the authority to enter into this Agreement, subject to Section 2.2.

11.2 **Club.** Club represents that it owns or has the rights necessary to grant the licenses in Sections 5.2 and 7.1, that it has the authority to provide the information it uploads, and that the information it provides to RumbleSeat is accurate.

11.3 **Disclaimer.** Except as expressly stated in this Agreement, the Platform and the Club Site are provided "as is," and RumbleSeat disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose and non-infringement. RumbleSeat does not warrant that the Platform will be uninterrupted or error-free.

11.4 **No professional advice.** RumbleSeat does not provide legal, tax, accounting or pricing advice. Nothing RumbleSeat makes available through the Platform, including any template policy, form, bylaw, pricing utility or compliance tool, is advice, and Club is responsible for obtaining its own.

12. Indemnification

12.1 **By Club.** Club will defend, indemnify and hold harmless RumbleSeat and its members, managers, officers, employees and agents from any third-party claim arising out of the content Club publishes, Club's Members, Club's events, facilities, programs and activities, Club's governance and membership decisions, Club's own communications, any tracking technology Club introduces under Section 6.5, and Club's use of the Platform or breach of this Agreement. Club's obligation under this Section is not capped. Any cap appears in a club's Special Terms Schedule.

12.2 **By RumbleSeat.** RumbleSeat will defend Club against any third-party claim that the Platform as provided by RumbleSeat infringes a United States patent, copyright or trademark, and will pay amounts finally awarded or agreed in settlement. RumbleSeat's total liability under this Section 12.2 for all claims, in the aggregate, will not exceed $100,000. This is a separate aggregate cap and is in addition to, and not counted against, the cap in Section 13.2. This obligation does not apply to content Club publishes, Club's marks, any combination of the Platform with anything RumbleSeat did not provide, or any modification Club makes.

12.3 **Procedure.** The indemnified Party will give prompt notice, allow the indemnifying Party to control the defense, and cooperate reasonably. The indemnifying Party will not settle a claim in a way that imposes an obligation or an admission on the indemnified Party without its consent.

13. Limitation of liability

13.1 **Consequential damages.** Neither Party is liable for indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, revenue, goodwill or data, however caused and regardless of the theory of liability.

13.2 **Cap.** RumbleSeat's total liability arising out of or relating to this Agreement, excluding its obligation under Section 12.2, which is subject only to the cap stated in that Section, will not exceed the greater of (a) the fees Club paid RumbleSeat in the twelve (12) months before the claim, including subscription and transaction fees, and (b) one thousand dollars ($1,000).

13.3 **Exclusions.** Sections 13.1 and 13.2 do not apply to Club's indemnification obligation under Section 12.1, to Club's payment obligations, or to either Party's gross negligence or willful misconduct.

13.4 **Basis of the bargain.** The Parties acknowledge that the fees for the Platform do not reflect the risk of loss and that the limitations in this Section are a material part of the consideration for this Agreement.

14. Insurance

14.1 **Club.** Club is responsible for its own events, facilities, programs and activities. RumbleSeat strongly recommends that Club carry general liability and event insurance appropriate to its activities. RumbleSeat does not require Club to carry insurance and does not require that it be named as an additional insured.

14.2 **RumbleSeat.** RumbleSeat maintains technology errors and omissions, network security and privacy liability, and cyber coverage. That insurance is maintained for RumbleSeat's own account, is not for Club's benefit, and does not expand RumbleSeat's obligations under this Agreement.

15. Term, changes and termination

15.1 **Term.** This Agreement begins when it is accepted and continues until terminated.

15.2 **Termination by Club.** Club may terminate at any time, effective at the end of the then-current billing period.

15.3 **Termination by RumbleSeat for convenience.** RumbleSeat may terminate on thirty (30) days' notice. If RumbleSeat does so, it will refund any prepaid fees covering the period after termination and will provide Club's data under Section 5.9.

15.4 **Termination for cause.** Either Party may terminate on notice if the other materially breaches and fails to cure within the period stated in Section 9.3 or, where no period is stated, within thirty (30) days after notice describing the breach.

15.5 **Changes.** RumbleSeat may update this Agreement, the Terms of Use, the Privacy Policy and the Fee Schedule. For a material change, RumbleSeat will give the Club Owner at least thirty (30) days' notice by email and in the Platform before the change takes effect. A Club that objects may terminate before the effective date without penalty. Continued use after the effective date is acceptance. Material changes require the Club Owner's re-acceptance, which is recorded under Section 2.6. Club has no right to reject a change and continue on prior terms; a negotiated change-control right, if any, appears in a club's Special Terms Schedule.

15.6 **Effect of termination.** On termination, RumbleSeat will stop serving the Club Site, the licenses in Sections 7.1 and 7.2 end except as Section 7.1 provides, and Club's rights under Section 5.9 remain available for ninety (90) days. Account Holders keep their RumbleSeat Accounts, which continue to be governed by the Terms of Use.

15.7 **Survival.** Sections 1, 2.3, 2.7, 5.3, 5.9, 7.1 (final sentence), 7.6, 11.3, 11.4, 12, 13, 15.6, 15.7, 16 and 18 survive termination.

16. Notices

16.1 **To Club.** Notices to Club are given by email to the recorded Club Owner's email address and may also be given in the Platform. Notice to the recorded Club Owner's email address is effective notice to Club, including after an ownership transfer. Club is responsible for keeping that address current and for ensuring that messages from rumbleseat.com addresses are not filtered as spam. RumbleSeat may send notices and other communications from any rumbleseat.com address.

16.2 **To RumbleSeat.** Notices to RumbleSeat are given by email to contact@rumbleseat.com, with a copy by mail to RumbleSeat LLC, 6203 Menaul Blvd NE, Albuquerque, NM 87110.

17. Domain and DNS

Club registers and owns the internet domain for the Club Site, which may be a root domain or a subdomain of a domain Club owns, and points it to RumbleSeat through DNS settings Club controls. RumbleSeat is not a domain registrar or DNS provider and does not register or hold domains for clubs. Club is solely responsible for its domain registration, renewal and DNS. On termination, Club is responsible for repointing its DNS, and RumbleSeat will stop serving the Club Site. Any rumbleseat.com address or subdomain that RumbleSeat provides remains RumbleSeat's property.

18. General

18.1 **Independent parties.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship.

18.2 **No third-party beneficiaries.** This Agreement creates no rights in any person other than the Parties.

18.3 **Assignment.** RumbleSeat may assign this Agreement in connection with a merger, acquisition, financing or sale of all or substantially all of its assets. Club may not assign without RumbleSeat's prior written consent, which will not be unreasonably withheld. A transfer of Club Site ownership under Section 2.4 is not an assignment.

18.4 **Entire agreement and order of precedence.** This Agreement, together with the Fee Schedule, Exhibit B, any Special Terms Schedule, and the Terms of Use and Privacy Policy, is the entire agreement between the Parties on its subject matter. In the event of a conflict, the order of precedence is: the Special Terms Schedule, this Agreement, the Fee Schedule, the Terms of Use. A separate written agreement signed by RumbleSeat and Club controls over this Agreement to the extent of a conflict, as to the matters it addresses. The Terms of Use and Privacy Policy govern each individual's own account and use of the Club Site.

18.5 **Governing law and venue.** This Agreement is governed by the laws of the State of New Mexico without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in Bernalillo County, New Mexico.

18.6 Waiver of jury trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PLATFORM OR THE CLUB SITE. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS PROVISION, THAT IT HAS HAD THE OPPORTUNITY TO CONSULT COUNSEL ABOUT IT, AND THAT IT MAKES THIS WAIVER FREELY AND WITHOUT COERCION. THIS WAIVER IS MUTUAL AND APPLIES EQUALLY TO BOTH PARTIES.

18.7 Savings and severability. If any provision of this Agreement is held invalid or unenforceable, including the waiver in Section 18.6, that provision will be enforced to the greatest extent permitted by law and otherwise severed, and the remainder of this Agreement will remain in full force. The Parties intend that the invalidity or unenforceability of Section 18.6 will not affect any other provision, will not affect Section 18.5, and will not give either Party a right to avoid this Agreement. Each Party would have entered into this Agreement without Section 18.6, and if that Section is unenforceable the Parties will proceed before the court identified in Section 18.5 without it.

18.8 No waiver; counterparts. A Party's failure to enforce a provision is not a waiver of its right to do so later. This Agreement may be accepted electronically and, where signed, executed in counterparts and by electronic signature.

18.9 Force majeure. Neither Party is liable for delay or failure to perform resulting from causes beyond its reasonable control.

18.10 Headings and summaries. Headings, any summary line below the title, and any plain-language summaries accompanying a section are for convenience only, are not part of this Agreement, and do not modify the sections they accompany. If a summary differs from the numbered section text, the numbered section text controls.

Execution. A club accepts this Agreement electronically under Section 2.1. A club with negotiated terms instead executes the RumbleSeat Signature Page and Special Terms Schedule, which incorporates this Agreement.

Exhibit A: Fee Schedule

The Fee Schedule published by RumbleSeat and in effect when this Agreement is accepted, as updated under Section 15.5, is incorporated into this Agreement.

The Fee Schedule is published at rumbleseat.com/legal/fee-schedule. Each prior version remains available at its own dated address linked from that page.

Exhibit B: Data Processing Addendum

B.1 Roles. With respect to Club Roster Data, including all information about Roster-Only Members, and with respect to Dues and Event Data, RumbleSeat acts as Club's processor and, under the California Consumer Privacy Act, as Club's service provider. With respect to Account Data, RumbleSeat determines the purposes and means of processing and acts as a controller and, under the California Consumer Privacy Act, as a business. Each Party is an independent controller of the personal information it controls, and neither Party is a joint controller with the other.

B.2 Instructions. RumbleSeat processes Club Roster Data and Dues and Event Data only on Club's documented instructions, which include this Agreement and Club's use of the Platform, and as otherwise permitted by law.

B.3 Service provider restrictions. For the data described in Section B.1 as to which RumbleSeat is a service provider, RumbleSeat will not sell or share that data, will not retain, use or disclose it outside the direct business relationship or for any purpose other than the services, and will not combine it with personal information from other sources except as the California Consumer Privacy Act permits a service provider to do. RumbleSeat does not upload Roster-Only Member information to advertising platforms.

B.4 Permitted internal uses. RumbleSeat may use Dues and Event Data in aggregated or de-identified form, and may use an Account Holder's own event activity to make recommendations to that Account Holder, as Section 5.4 provides.

B.5 Each Party's own compliance. Each Party is responsible for its own compliance with applicable privacy law as to the personal information it controls, including maintaining its own privacy notice, responding to the individual rights requests it receives, and honoring opt-out preference signals where required.

B.6 Individual rights requests. Each Party will promptly forward to the other any individual rights request it receives that relates to data the other holds, and will provide the other reasonable assistance in responding.

B.7 Security. RumbleSeat maintains administrative, technical and physical safeguards appropriate to the nature of the personal information it processes, including encryption of personal information at rest, encryption of connections to the Platform and every Club Site using TLS (SSL), and monitoring of its production environment. RumbleSeat may publish or attach a schedule describing its security controls, and may update that schedule under Section 15.5 without further amendment of this Agreement.

B.8 Subprocessors. RumbleSeat may engage subprocessors to provide the Platform, including hosting, payment processing, email delivery, analytics and advertising providers, and remains responsible for their performance of the obligations in this Exhibit.

B.9 Security incidents. RumbleSeat will notify Club without undue delay after becoming aware of a security incident affecting Club Roster Data or Dues and Event Data and will provide the information Club reasonably needs to meet its own notification obligations.

B.10 Deletion and return. Section 5.9 governs export and deletion. Account Data is not returned or deleted under this Exhibit.

B.11 Site Visitor Data. Section 6 governs advertising and analytics technologies on the Club Site and the Site Visitor Data they collect. RumbleSeat is a controller, and a business under the California Consumer Privacy Act, as to Site Visitor Data.