ROLLICK, INC
OUTDOOR RECREATION VEHICLE DEALER TERMS AND CONDITIONS
REV: JUNE 19, 2026 FOR DEALERS LOCATED IN THE UNITED STATES

These Terms and Conditions are incorporated by reference into all Order Forms entered into between Rollick, Inc. (Rollick) and the participating dealer (Dealer or You). These Terms and Conditions and the Order Form executed by the parties constitute a binding agreement between Dealer and Rollick and are referred to collectively as (the Agreement).

Rollick operates digital marketing services on behalf of direct consumers and consumers that are members of third-party organizations (each an "Affinity") and its participating dealers. Rollick provides services to the outdoor recreation industry through its GoRollick Marketplace platform (GoRollick), its digital retailing tool (RollickEngage), its lead nurture program (RollickNurture), its concierge program (Concierge) and its lead response tool (the Rollick Management Console or SalesDriver).

1. YOUR DUTIES

1.1 If applicable based on the nature of a program as defined in the Order Form, Dealer agrees to participate in each GoRollick and/or OEM program (Programs) and will abide by the terms for each Program. Dealer may provide additional discounts to Affinity Program users on accessories, parts, service, or apparel.

1.2 If applicable based on the nature of a program as defined in the Order Form, Dealer agrees to implement RollickEngage into its website and receive RollickEngage-sourced leads through SalesDriver.

1.3 If applicable based on the nature of a program as defined in the Order Form, Dealer agrees to utilize RollickNurture, the Concierge and/or SalesDriver to respond to leads.

1.4 Dealer agrees to appoint one or more designated Program Manager(s) to respond to all GoRollick-sourced leads within one hour from the time received and attempt to schedule an appointment.

1.5 Dealer agrees to assist GoRollick-sourced leads with vehicle selection, test drives, and attempt to move them through the sales process.

1.6 Dealer agrees to complete a training session prior to activation for all personnel who will interact with the Programs and agrees to have at least one person on staff who is trained by Rollick at all times.

1.7 Dealer agrees to maintain a website service provider with the ability to receive information from Rollick through a CRM in XML/ADF format.

1.8 Dealer agrees to conduct business with GoRollick-sourced leads in a professional, hassle-free manner.

1.9 Dealer agrees to promptly honor all customer requests to be removed from any further communication by or on behalf of Dealer.

1.10 If applicable based on the nature of a program as defined in the Order Form, Dealer agrees to provide Rollick an electronic feed containing its inventory available for sale in such format and fields, and with such frequency as Rollick may reasonably request.

1.11 If applicable based on the nature of a program as defined in the Order Form, Dealer agrees to provide electronically Rollick with a monthly sales report, in such format and with such fields as Rollick may reasonably request, within fifteen (15) days of the end of each calendar month to enable Rollick to assess program performance and to provide Rollick access to its dealer management system (DMS), customer relations management system (CRM) or other such applicable system in order to obtain information about website traffic, leads, leads resolution and sales.

1.12 Dealer agrees that Rollick may provide Confidential Information to an OEM with whom Dealer has a franchise relationship or other similar relationship. Additionally, for any OEM/dealer co-op programs in which Dealer participates, Rollick may provide an OEM additional lead information and enable the communication between the OEM and such leads to promote brand loyalty and assist with sales conversion.

2. FEES AND PAYMENT FOR PURCHASED SERVICES

2.1 Fees. Dealer will pay all fees (Fees) specified in the Order Form. Except as otherwise specified in this Agreement, payment obligations are non-cancelable, and fees paid are non-refundable. To account for inflation, price increases from third-party services, and ongoing product and value enhancements, Rollick reserves the right to increase the Fees on an annual basis during the Term by a percentage not greater than the United States Consumer Price Index (CPI) for the 12 months prior to the calendar month during which next year begins by providing at least thirty (30) days prior written notice (email acceptable) of such increase to Dealer. Dealer shall have the right to terminate the applicable service or product by providing notice to Rollick within fifteen (15) days of the receipt of such price increase notice. By way of an example, if Dealer launches during the month of April 2026, the first Fees increase is eligible for the month of May 2026 and so on.

2.2 Invoicing and Payment. Dealer will provide Rollick with valid and updated credit card information, or with an alternative document reasonably acceptable to Rollick. Dealer authorizes Rollick to charge such credit card monthly in advance for all Rollick products and services listed in the Order Form (Services).

2.3 Suspension of Service and Acceleration. If any amount owed by Dealer under this or any other agreement for Rollick services is 30 or more days overdue, Rollick may, without limiting its other rights and remedies, accelerate Dealer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Services until such amounts are paid in full.

2.4 Taxes. The fees do not include any taxes, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes. Dealer is responsible for paying all taxes associated with its purchases hereunder. If Rollick has the legal obligation to pay or collect taxes for which Dealer is responsible under this Section 2.4, Rollick, will invoice Dealer and Dealer will pay that amount unless a valid tax exemption certificate authorized by the appropriate taxing authority is provided.

3. PROPRIETARY RIGHTS AND LICENSES

3.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Rollick and our licensors and content providers reserve all rights, title, and interest in and to the Services and the content made available through the Services (Content), including all related intellectual property rights. No rights are granted hereunder other than as expressly set forth herein. Dealer has the right to access and use applicable Content subject to the terms of this Agreement.

3.2 Use of Logos. Dealer grants Rollick a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free, worldwide license to use its logos, trademarks, and service marks (Marks) solely in connection with the Agreement, provided that Rollick will not modify the Marks (resizing acceptable) without Dealer's prior written consent.

3.3 License to Use Feedback. Dealer hereby grants to Rollick a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the services any suggestion, enhancement request, recommendation, correction or other feedback provided by Dealer or its users.

3.4 License to Implement RollickEngage on Your Website. If applicable, based on the nature of a program as defined in the Order Form, Dealer hereby gives Rollick the right to implement RollickEngage on its website, including, but not limited to installing code in order to allow the Rollick to change content when a user accesses the Dealer website.

3.5 License to Access the SalesDriver. Rollick hereby grants a limited non-exclusive, nonsublicensable, non-transferable license to access the administrative functions of SalesDriver during the term of this Agreement in order to receive the Services.

3.6 Dealer shall not decompile, disassemble, or reverse engineer GoRollick, RollickEngage, RollickNurture, SalesDriver, the Services provided, or any elements thereof, or otherwise derive source or object code from these products or the Services or any elements thereof.

3.7 License to Display Inventory. Dealer hereby grant Rollick a non-exclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit and distribute: (i) Dealer's inventory (Inventory); and (ii), any marketing or promotional materials (collectively with Inventory, "Materials") that may be provided by Dealer on the web sites or in marketing communications of Rollick, it's affinity partners or its OEM partners.

4. CONFIDENTIALITY

4.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party (Discloser) to the other party (Receiver), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure; Rollick Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement (including pricing), as well as business and marketing plans, operations, clients and prospects, proprietary intellectual property, technology and technical information, know-how, product plans and designs rights, trade secrets, financial projections, markets opportunities and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Receiver prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Receiver.

4.2 Receiver will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable standard of care) to (i) not use any Confidential Information of Discloser for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by Discloser in writing, limit access to Confidential Information of the Discloser to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with Receiver containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement to any third party other than its affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this section. Notwithstanding the foregoing, Rollick may disclose the terms of this Agreement to a subcontractor to the extent necessary to perform its obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein. Dealer shall notify Rollick promptly of any unauthorized access, use, communication, loss, or any other

breach of the protection of the Confidential Information that is brought to Dealer's attention.

4.3 Receiver may disclose Confidential Information of Discloser to the extent compelled by law to do so, provided Receiver gives Discloser prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. If Receiver is compelled by law to disclose Discloser's Confidential Information as part of a civil proceeding to which Discloser is a party, and Discloser is not contesting the disclosure, Discloser will reimburse Receiver for its reasonable cost of compiling and providing secure access to that Confidential Information. The parties acknowledge and agree that if Receiver breaches this Section 4, then Discloser will suffer irreparable injury. The parties agree that such irreparable injury suffered by Discloser as a result of Receiver's breach cannot be compensated by money alone and agree that a court order enjoining Receiver from continuing to breach this Section 4 is proper and warranted.

5. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

5.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates. Dealer represents and warrants that (a) the Materials are true and correct and contain the necessary information and disclosures to comply with applicable law and regulations; (b) Dealer holds all necessary rights to permit the use of the Material by Rollick for the purposes of this Agreement; (c) the Materials do not and will not violate or infringe any third-party rights or agreements.

5.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

6. MUTUAL INDEMNIFICATION. Rollick will defend and hold harmless Dealer against any claim, demand, suit or proceeding made or brought against Dealer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (Dealer Claims), and Dealer will defend and hold harmless Rollick against any claim, demand, suit or proceeding made or brought against Rollick by a third party (i) alleging (that any of Dealer's content or data misappropriates such third party's intellectual property rights, (ii) arising from Dealer's use of the Services or Content in violation of the Agreement,

the terms of use, or applicable law , or (iii) arising from a violation of any of Dealer's representations or warranties under this Agreement) (Rollick Claims and together with Dealer Claims, collectively Claims). Such defending party will indemnify the other party from any damages, attorney fees and costs finally awarded against the other party as a result of, or for amounts paid by the other party under a settlement approved by the defending party in writing of, a Claim, provided that the other party (a) promptly give the defending party written notice of the Claim, (b) gives the defending party sole control of the defense and settlement of the Claim (except that the defending party may not settle any Claim unless it unconditionally releases the other Party of all liability), and (c) gives the defending party all reasonable assistance, at the defending party's expense. If Rollick receives information about an infringement or misappropriation claim related to a Service, Rollick may in its discretion and at no cost to Dealer. (i) modify the Service so that it is no longer claimed to infringe or misappropriate, (ii) obtain a license for continued use of that Service in accordance with this Agreement, or (iii) terminate the subscriptions for that Service and refund any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Dealer Claim arises from Content or use of the Services in violation of this Agreement, the Documentation, or applicable Order Forms. This Section 6 states the defending party's sole liability to, and the other party's exclusive remedy against, the defending party for any type of claim described in this Section 6.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability. OTHER THAN A BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 4 ABOVE OR A BREACH OF THE LICENSES GIVEN BY ROLLICK UNDER THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT THE PAYMENT OBLIGATIONS UNDER "FEES" IN SECTION 2 ABOVE AND THE INDEMNIFICATION OBLIGATIONS IN SECTION 6 ABOVE.

7.2 Exclusion of Consequential and Related Damages. OTHER THAN THE INDEMNIFICATION OBLIGATIONS IN SECTION 6, OR A BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 4, IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS

AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8. TERM AND TERMINATION

8.1 Term of Agreement. This Agreement commences on the date Dealer accepts it and continues until all subscriptions hereunder have expired or have been terminated.

8.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term.

8.3 Termination. At any time and for any reason either party may terminate this Agreement (a) by giving notice to the other party at least thirty days before the end of the then current term, or (a) if the other party takes or is required by any person with proper authority to take, any of the following actions: (i) an assignment, composition or similar act for the benefit of creditors; (ii) an attachment or receiving of assets; (iii) the filing of a petition for bankruptcy, insolvency or relief of debtors or the institution of any proceedings relating to bankruptcy, insolvency or relief of debtors; (iv) committing or threatening to commit any act of bankruptcy; or (v) a winding-up, liquidation or dissolution of the business pursuant to an order of a court of competent jurisdiction.

8.4 Refund or Payment upon Termination. If this Agreement is terminated by Dealer, Rollick will refund Dealer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will termination relieve Dealer of their obligation to pay any fees payable to Rollick for the period prior to the effective date of termination.

9. GENERAL PROVISIONS. This Agreement shall be governed by the laws of Texas, without regard to principles of conflict of laws. This Agreement is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto. Each party agrees that if any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and such provision shall otherwise be severed from this Agreement and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. Neither this Agreement nor any right hereunder or interest herein may be assigned or transferred by Dealer without the express written consent of Rollick. Any notice shall be addressed to the party being notified at the address set forth in this Agreement or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered or transmitted via facsimile or reliable and recognized international carrier service with tracking capability (such as FedEx).

Neither party shall be liable for any failure or breach of this Agreement, for any failure or delay in performance to the extent that such failure or delay is caused by or results from an event of force majeure. The parties agree that any term or condition stated in a purchase order or in any other order documentation (excluding Order Forms) is void. The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Sections 2, 3.3, 4, 5, 6, 7 and 9 will survive any termination or expiration of this Agreement.

9.1 RESTRICTIONS ON USE OF INFORMATION AND DATA. Each party represents, warrants, and covenants that it has implemented adequate administrative, procedural, technical, and physical safeguards designed to (i) provide for the security and confidentiality of non-public personal information provided, collected, and/or received in connection with the Agreement (NPI), (ii) protect against any anticipated threats or hazards to the security or integrity of NPI, and (iii) protect against unauthorized access to or use of NPI which could result in substantial harm to a Customer. In addition, each party will notify Customers of security breaches as required by applicable law. You will only use the NPI provided to you through the Service solely to carry out your obligations under the Agreement. You represent and warrant that You are knowledgeable of, and familiar with, all applicable laws, rules, regulations, codes, directives, and industry standards relating to privacy applicable to Your business (Privacy Laws) and will implement a privacy policy which will comply with all Privacy Laws, fully and accurately disclose the data collection, use and disclosure practices in connection with Your use of the Service, and be clearly and conspicuously available to all users. Dealer will, at all times, comply with its obligations described in its privacy policy. Rollick will have no responsibility for Dealer's compliance with Privacy Laws. Dealer will ensure that your customers have been informed of the information that will be collected from them, how it will be used, and that certain of such information will be provided to Rollick.

9.2 Each party shall be responsible for complying with applicable law to the collection, use and disclosure of any personal information as defined in any applicable privacy law in Canada (Personal Information). Without limiting the generality of the foregoing, Dealer represents and warrants that it has all proper consents or that it is relying on another legislative basis to allow Rollick to collect, use and disclose Personal Information as set forth in our Privacy Policy, and as required to perform the Services.

9.3 Rollick will deploy commercially reasonable efforts to assist Dealer to respond to individual privacy rights requests, such as the right to access or correct Personal Information. If Rollick receives such requests about Dealers' customers, Rollick will advise you without further delay. The parties agree to collaborate in good faith as necessary to respond to such requests in accordance with the law, and as otherwise required to comply with the law.

9.4 Dealer shall deploy commercially reasonable efforts to implement security safeguards adequate to the risks associated with the collection, use and disclosure of Personal

Information, taking into consideration factors such as the nature, scope, context, and purposes of such collection, use and disclosure.

9.5The parties undertake to promptly notify the other party in case of any unauthorized access, use, communication, loss, or any other breach of the protection of the Personal Information that is brought to the Parties' attention.

10. Additional Terms if the Order Forms includes a Web Site.

10.1 Rollick grants you a limited, revocable, non-exclusive, non-sublicensable license to access Rollick Sales Driver to access the website reporting and analytics ("Analytics") solely as necessary for you to use the Analytics. You will comply with all applicable laws and regulations in your use of and access to the Analytics Data and reports. Rollick may retain and use, subject to the terms of its privacy policy, data collected by the Analytics. You will have and abide by an appropriate Privacy Policy and will comply with all applicable laws, policies, and regulations relating to the collection of information from visitors. You must post a Privacy Policy and that Privacy Policy must provide notice of your use of cookies that are used to collect Data. You must disclose the use of Analytics, and how it collects and processes Data.

10.2 Dealer is responsible for maintaining its website and all website content Except for content provided by Dealer, the websites provided belong to Rollick, and all such websites (including all copies thereof) are subject to copyright, trademark, patent, and other intellectual property laws of Canada and foreign countries. Rollick grants Dealer an unrestricted license in the website for the duration of Dealer's subscription. Cancellation of Dealer's subscription for any reason terminates Dealer's license to the website.

10.3 Sample terms and conditions and/or privacy and other policies are provided for reference purposes only. Rollick does not guarantee the legality of any phrasing or provisions offered or derived from these descriptions and suggestions. Dealer should ensure that the terms and conditions are sufficient to meet Dealer needs, appropriate for Dealers jurisdiction and are legally binding on Dealer's customers.