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OPEN

MERCEDES-BENZ DATA SHARING AGREEMENT

Dealer Code:14150

Dealer Name:FIELDS MOTORCARS OF FLORIDA, INC.

WHEREAS Mercedes-Benz USA, LLC ("**MBUSA**"), a Delaware limited liability company with a principal place of business at One Mercedes-Benz Drive, Sandy Springs, Georgia 30328, and the dealer ("**Dealer**") enter into this Mercedes-Benz Data Sharing Agreement ("**Agreement**") effective as of the date of execution of this Agreement by the Parties ("**Effective Date**"). In this Agreement, MBUSA and Dealer each is referred to as a "**Party**," and MBUSA and Dealer collectively are referred to as the "**Parties**".

RECITALS

WHEREAS MBUSA is the exclusive U.S. distributor of Mercedes-Benz Products;

WHEREAS Dealer, a motor vehicle retailer, is an authorized Mercedes-Benz dealer and reseller of certain Mercedes-Benz Products pursuant to the terms and conditions of one or more of the following: a Mercedes-Benz Passenger Car Dealer Agreement, a Mercedes-Benz Light Truck Dealer Agreement, and a Mercedes-Benz Commercial Vehicle Dealer Agreement (collectively, "**Dealer Agreements**");

WHEREAS MBUSA is in possession of certain information and data maintained in its information systems which may be of use to Dealer in its operations as an authorized Mercedes-Benz dealer, and is willing to share such information and data with Dealer in accordance with the terms of Applicable Law and this Agreement;

WHEREAS Dealer is in possession of certain information and data maintained in its information systems which may be of use to MBUSA in its operations as the exclusive U.S. distributor of Mercedes-Benz Products, and is willing to share such information and data with MBUSA in accordance with the terms of Applicable Law and this Agreement; and

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MBUSA and Dealer agree as follows:

1. **Appendices.** The Parties intend to enter into appendices to this Agreement (each, an "**Appendix**") that will be issued by MBUSA to identify the specific information and data that will be shared pursuant to this Agreement and any specific terms related thereto. MBUSA may also amend an existing Appendix. Each Appendix, when issued by MBUSA, shall become part of this Agreement only upon the written notice of acceptance by Dealer Authorized Personnel, and shall remain part of this Agreement until such time as the Appendix terminates by its own terms and conditions or is terminated pursuant to the terms and conditions of this Agreement. Each amendment to an existing Appendix proffered by MBUSA that changes the prior stated use of Dealer Data or adversely affects the security of Dealer Data shall become part of the applicable Appendix only upon written notice of acceptance by Dealer Authorized Personnel. Appendix amendments that do not change the prior stated use or adversely affect the security of Dealer Data shall be effective upon written notice issued to Dealer Authorized Personnel. A Dealer may terminate its participation in an Appendix by providing MBUSA with ninety (90) days prior written notice. MBUSA may reasonably designate the means for submitting written notices from time to time and such means may include electronic writings. Unless otherwise set forth in an Appendix, MBUSA may terminate an Appendix with ninety days prior written notice, which may be issued through MBUSA's then-current dealer communications system.
2. **Definitions**

2.1 "**Applicable Law**" means all applicable present or future local, state, federal, or international law, statute, rule, regulation, or code for any applicable jurisdictions, including Data Protection Laws.

2.2 "**Data Protection Laws**" means all applicable laws relating to privacy, data protection, data security, or the collection and processing of Personal Information, including but not limited to, the California Consumer Privacy Act (CCPA), the Colorado Privacy Act (CPA), the Virginia Consumer Data Protection Act (VCDPA), EU General Data Protection Regulation (GDPR), and UK GDPR.

2.3 "**Dealer Authorized Personnel**" means one of the Dealer operator, principal, or General Manager.

2.4 "**Dealer Data**" means any (i) dealership financial and operational information and data that is stored in the Dealer Data Systems; (ii) consumer information and data, including Personal Information, financial information, or other information or data relating to a consumer that a consumer provides to Dealer or that Dealer otherwise obtains, that is stored in the Dealer Data Systems; (iii) motor vehicle diagnostic data obtained by Dealer from the vehicle owner or operator that is stored in the Dealer Data System; and (iv) other information and data that relates to Dealer's business operations that is stored in the Dealer Data Systems. Nothing in this definition shall be interpreted as to transfer ownership or grant new rights to further share or use vehicle data beyond what is provided by the Dealer Agreements and Applicable Law.

2.5 "**Dealer Data Systems**" mean the software, hardware or firmware systems that are owned, leased or licensed by Dealer that includes systems of web-based applications, computer software or computer hardware, whether located onsite at Dealer or hosted remotely, and that store or provide access to the Dealer Data.

2.6 "**Dealer Derivative Content**" means information, data, or content derived or resulting from Dealer's use, transformation, enhancement, or processing of any data set, including without limitation Dealer Data, MBUSA Data, or MBUSA Derivative Content.

2.7 "**Dealer Permitted Business Purpose**" means a Dealer business purpose that complies with Applicable Law and relates to one or more of the following: (i) increasing the effectiveness of marketing campaigns and sales efforts related to the sale and service of Mercedes-Benz Products that Dealer is authorized to sell and service under the Dealer Agreements, (ii) conducting internal operations in support of the sale and service of Mercedes-Benz Products in a manner that complies with the Dealer Agreements, and (iii) a business purpose identified in an Appendix to this Agreement (but only to the extent of the information and data addressed in such Appendix). For

the avoidance of doubt, a "Dealer Permitted Business Purpose" specifically excludes (i) a business purpose expressly excluded by an Appendix to this Agreement (but only to the extent of the information and data addressed in such Appendix), (ii) providing support for any non-Mercedes-Benz business conducted by Dealer, and (iii) marketing or selling to Mercedes-Benz customers Mercedes-Benz Products that Dealer is not authorized to sell under the Dealer Agreements.

- 2.8 **"GLBA Data"** means non-public Personal Information as defined by the Gramm-Leach Bliley Act, 15 U.S.C. Â§ 6801 et sq. and the regulations promulgated thereto.
- 2.9 **"MBUSA Data"** means any (i) Personal Information, financial information, or other information or data relating to a consumer that a consumer provides to MBUSA or that MBUSA otherwise obtains and that is stored in the MBUSA Data Systems; (ii) motor vehicle generated data that is stored in the MBUSA Data System; and (iii) other data that relates to MBUSA's business operations that is stored in the MBUSA Data Systems.
- 2.10 **"MBUSA Derivative Content"** means information, data, or content derived by MBUSA or resulting from MBUSA's use, transformation, enhancement, or processing of any data set, including without limitation MBUSA Data, Dealer Data, and Dealer Derivative Content.
- 2.11 **"MBUSA Data Systems"** mean the software, hardware or firmware systems that are owned, leased or licensed by MBUSA that includes systems of web-based applications, computer software or computer hardware, whether located onsite at MBUSA or hosted remotely, and that store or provide access to the MBUSA Data.
- 2.12 **"MBUSA Permitted Business Purpose"** means any MBUSA business purpose that complies with Applicable Law, including without limitation any business purpose that relates to one or more of the following: (i) the satisfaction of a safety, recall, or other legal notice obligation; (ii) the processing and completing the sale of MBUSA Products; (iii) the validation and payment of consumer or dealer incentives; (iv) the processing of claims for supplied services relating to warranty parts or repairs; (v) the evaluation of dealer performance; (vi) the performance of dealer and market analytics; (vii) the identification of dealer sales and transaction dates; (viii) marketing designed for the benefit of or to direct leads to dealers; (ix) the performance of motor vehicle diagnostics; (x) the development, evaluation, or improvement of MBUSA Products, and (xi) a business purpose identified in an Appendix to this Agreement to the extent that the information, data and use is addressed in such Appendix. For the avoidance of doubt, a "MBUSA Permitted Business Purpose" specifically excludes: (i) sale of Dealer Data without prior written authorization from Dealer Authorized Personnel; and (ii) a business purpose expressly excluded by an Appendix to this Agreement to the extent such information and data is addressed in such Appendix.
- 2.13 **"Mercedes-Benz Products"** means Mercedes-Benz passenger cars, light trucks, and commercial vehicles, Genuine Mercedes-Benz Parts and accessories, Mercedes-Benz financial and insurance (F&I) products (including extended service contracts and maintenance agreements), Mercedes-Benz digital products, and other products that may be distributed by MBUSA from time-to-time.
- 2.14 **"Personal Information"** means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as well as any other information defined as "personal data", "personal information" or other similar term under Applicable Law.
- 2.15 **"Process," "Processing,"** or **"Processed"** means any operation or set of operations that are performed on data (including Personal Information) or on sets of data, whether or not be automated means, including, but not limited to, any access, collection, use, transmission, disclosure, storage, alterations, or deletions of such data.
- 2.16 **"Security Incident"** means the unauthorized acquisition, access, or processing of information or data covered by this Agreement in breach of this Agreement or Applicable Law.

3. **Dealer Data**

- 3.1 **Access.** Dealer shall make available to MBUSA the Dealer Data and Dealer Derivative Content maintained in the Dealer Data Systems that is identified in the Appendices to this Agreement. MBUSA and Dealer shall work together in good faith to facilitate the efficient transmission of the Dealer Data or Dealer Derivative Content to MBUSA via a reasonable method as required by MBUSA that complies with generally acceptable cybersecurity standards that are at least as comprehensive as the current security standards, if any, published by the Standards for Technology in Automotive Retail (STAR) and within reasonable timeframes, including as set forth in the Appendices to this Agreement. Notwithstanding the foregoing, Dealer is not required to make available to MBUSA any of the Dealer Data or Dealer Derivative Content that contains Personal Information where doing so would violate Applicable Law. For the avoidance of doubt, nothing in this paragraph requires Dealer to make available to MBUSA or gives MBUSA the right to access any Dealer Data or any Dealer Derivative Content that is not expressly identified in an Appendix to this Agreement.
- 3.2 **Use.** Dealer grants to MBUSA a limited, revocable, non-exclusive, worldwide, royalty-free license to access, receive, store, use, enhance, and process the Dealer Data and Dealer Derivative Content made available to MBUSA pursuant to Paragraph 3.1 of this Agreement and the Appendices to this Agreement so long as (i) each is in effect or (ii) as otherwise set forth in an Appendix, and create MBUSA Derivative Content using such Dealer Data and Dealer Derivative Content, as may be reasonably necessary for any MBUSA Permitted Business Purposes. Dealer shall have no right, title, or interest in any MBUSA Derivative Content other than as expressly set forth in this Agreement.
- 3.3 **Disclosure.** MBUSA may disclose Dealer Data and Dealer Derivative Content made available to MBUSA pursuant to Paragraph 3.1 of this Agreement and the Appendices to this Agreement, and MBUSA Derivative Content created using such Dealer Data or Dealer Derivative Content, to third parties as may be reasonably necessary for any MBUSA Permitted Business Purpose, including without limitation to MBUSA's affiliates, vendors, and business partners; provided that the MBUSA designated affiliates, vendors, and business partners agree in writing that they will comply with all applicable laws and regulations and comply with reasonable security obligations regarding the processing of Dealer Data. MBUSA may not disclose Dealer Data or MBUSA Derivative Content to any other Mercedes-Benz dealer unless such Dealer Data is depersonalized or included in composite format with information of other Mercedes-Benz dealers. In addition, MBUSA may disclose Dealer Data and Dealer Derivative Content made available to MBUSA pursuant to Paragraph 3.1 and the Appendices to this Agreement, and MBUSA Derivative Content created using such Dealer Data or Dealer Derivative Content, to third-parties designated by Dealer or as directed by Dealer, and MBUSA shall bear no responsibility or liability whatsoever resulting from MBUSA's disclosure of such Dealer Data, Dealer Derivative Content, or MBUSA Derivative Content to a third-party designated by Dealer or where such disclosure is otherwise directed by Dealer. For the avoidance of doubt, nothing in this paragraph shall prohibit MBUSA from disclosing the Dealer Data, Dealer Derivative Content, or MBUSA Derivative Content created using Dealer Data or Dealer Derivative Content as may be required by

Applicable Law. MBUSA may not otherwise disclose or sell Dealer Data and Dealer Derivative Content except as explicitly set forth in this Paragraph 3.3 or in an Appendix.

- 3.4 **Third Party Information in the Dealer Data.** To the extent that the Dealer Data or Dealer Derivative Content includes third party information or data, Dealer shall procure all necessary rights and consents to allow MBUSA to access and use such information or data.
- 3.5 **Personal Information in the Dealer Data.** To the extent that the Dealer Data or Dealer Derivative Content includes Personal Information, Dealer shall ensure that each subject whose Personal Information is included in the Dealer Data or Dealer Derivative Content has received all required notices and provided all required consents as necessary to permit Dealer to disclose such Personal Information to MBUSA. Without limiting any other requirements herein, Dealer shall disclose in its privacy policy that Personal Information will be shared with MBUSA and used by MBUSA in accordance with MBUSA's privacy policy.
- 3.6 **GLBA Data in the Dealer Data.** To the extent that the Dealer Data or Dealer Derivative Data made available to MBUSA pursuant to Paragraph 3.1 of this Agreement or the Appendices to this Agreement includes GLBA Data, Dealer shall expressly identify such data to MBUSA.
- 3.7 **Accuracy of the Dealer Data.** Dealer shall undertake reasonable efforts to ensure that all the Dealer Data and Dealer Derivative Content is accurate, correct, and up-to-date based on Dealer's records, and will use reasonable efforts to notify MBUSA of any errors in the Dealer Data or Dealer Derivative Content made available to MBUSA pursuant to Paragraph 3.1 of this Agreement or the Appendices to this Agreement.

4. **MBUSA Data**

- 4.1 **Access.** MBUSA shall make available to Dealer the MBUSA Data and MBUSA Derivative Content maintained in the MBUSA Data Systems that is identified in the Appendices to this Agreement. MBUSA and Dealer shall work together in good faith to facilitate the efficient transmission of the MBUSA Data to Dealer via a reasonable method as required by MBUSA that complies with generally acceptable cybersecurity standards that are at least as comprehensive as the security standards, if any, published by the Standards for Technology in Automotive Retail (STAR) and within reasonable timeframes, including as set forth in the Appendices to this Agreement. Notwithstanding the foregoing, MBUSA is not required to make available to Dealer any of the MBUSA Data that contains Personal Information where doing so would violate Applicable Law. For the avoidance of doubt, nothing in this paragraph requires Dealer to make available to MBUSA or gives MBUSA the right to access any Dealer Data or any Dealer Derivative Content that is not expressly identified in an Appendix to this Agreement.
- 4.2 **Use.** MBUSA grants to Dealer a limited, revocable, non-exclusive, non-transferable, royalty-free license during the Term to access, receive, store, use, transform, enhance, and process the MBUSA Data and MBUSA Derivative Content made available to Dealer pursuant to Paragraph 4.1 of this Agreement and the Appendices to this Agreement so long as (i) each is in effect or (ii) as otherwise set forth in an Appendix, and create Dealer Derivative Content as may be reasonably necessary for Dealer Permitted Business Purposes. MBUSA shall have no right, title, or interest in any Dealer Derivative Content other than as expressly set forth in this Agreement.
- 4.3 **Disclosure.** Dealer may not disclose or sell any of the MBUSA Data, MBUSA Derivative Content, or Dealer Derivative Content to any third party, including any subsidiary or affiliated company, without receiving MBUSA's prior written consent, which MBUSA may grant or withhold in its discretion or otherwise be set forth in an Appendix. Notwithstanding the foregoing, Dealer may disclose MBUSA Data or Dealer Derivative Content to a vendor if the vendor processes the data on behalf of dealer pursuant to a contract that contains privacy and security requirements that are at least as protective of the data as those in this Agreement and that prohibits the vendor from (i) disclosing or selling the data, (ii) accessing, receiving, storing, using, enhancing, and processing the data except as necessary to provide its services to Dealer, or (iii) using or processing the data in support of any marketing or sale of any products or services other than Mercedes-Benz Products. Dealer is fully responsible for all acts and omissions of any party to whom Dealer discloses MBUSA Data or Dealer Derivative Content. For the avoidance of doubt, nothing in this paragraph shall prohibit Dealer from disclosing MBUSA Data, MBUSA Derivative Content, or Dealer Derivative Content as may be required by Applicable Law; provided, however, Dealer provides reasonable prior written notice of such disclosure to MBUSA to allow MBUSA to contest such disclosure.
- 4.4 **Third Party Information in the MBUSA Data.** To the extent that the MBUSA Data or MBUSA Derivative Content includes third party information or data, MBUSA shall procure all necessary rights and consents to allow Dealer to access and use such information or data, and Dealer shall agree to all license terms and conditions required by the third party as a condition precedent to Dealer's access and use of such third party information or data pursuant to this Agreement.
- 4.5 **Personal Information in the MBUSA Data.** To the extent that MBUSA Data or MBUSA Derivative Content includes Personal Information, MBUSA shall ensure that each subject whose Personal Information is included in the MBUSA Data has received all required notices and provided all required consents as necessary to permit MBUSA to disclose such Personal Information to Dealer.
- 4.6 **GLBA Data in the MBUSA Data.** To the extent that the MBUSA Data or MBUSA Derivative Content includes GLBA Data, MBUSA shall use reasonable efforts to identify such data to Dealer.
- 4.7 **Accuracy of the MBUSA Data.** MBUSA shall undertake reasonable efforts to ensure that all the MBUSA Data is accurate, correct, and up-to-date based on MBUSA's records, and will use reasonable efforts to notify Dealer of any errors in the MBUSA Data or MBUSA Derivative Content made available to Dealer pursuant to Paragraph 4.1 of this Agreement or the Appendices to this Agreement.
- 4.8 **Fees.** Dealer shall pay MBUSA any and all fees set forth in the applicable Appendix pursuant to the terms set forth therein.

5. **Scope of Agreement.** Nothing in this Agreement restricts either Party from lawfully using or disclosing any information or data that it has lawfully obtained or received independent of this Agreement, even if such information or data is the same as the information or data covered by this Agreement. In addition, nothing in this Agreement will restrict or otherwise govern any data not expressly covered by an Appendix or any rights that MBUSA may have under the Dealer Agreement with Dealer.
6. **Security and Privacy Programs.** Each Party shall establish and maintain a formal, written, company-wide information security and privacy program, including security policies, privacy policies, and related privacy and security standards and procedures (including back-up and disaster recovery procedures) that are appropriate to the size and complexity of its organization and operations, the nature and scope of its activities, and the volume and sensitivity of the information and data it processes. Such security and privacy program must include administrative, operational, physical, and technical controls designed to ensure the security, availability, and integrity of information and data

shared under this Agreement and protect the information and data against accidental or unlawful destruction, alteration, unauthorized disclosure, access, or use.

7. **Privacy Policies.** Each Party shall post and maintain a publicly-accessible privacy policy that complies with Applicable Law and accurately and completely describes the Party's relevant information and privacy practices, including its collection, use, disclosure, and sharing of Personal Information.
8. **Compliance with Laws.** Each Party shall comply with Applicable Law, including with respect to the accessing, using, and disclosing data. Without limiting the generality of the foregoing, each Party shall obtain any required consents and honor any applicable opt-outs as required under Applicable Law prior to using any data covered by this Agreement for the purpose of sending any SMS, text, email, facsimile, or other marketing communication.
9. **Mutual Cooperation.** The Parties shall provide each other with such information and such assistance as may be reasonably necessary for them to meet their respective obligations under this Agreement and Applicable Law, including responding to requests or notices from a data subject or a regulatory authority.
10. **Security Incidents.** If either Party learns, or obtains knowledge giving such Party reason to suspect, that a Security Incident has occurred, such Party shall take commercially reasonable actions, including but not limited to: (a) notifying the other Party in writing of such breach promptly after the Party has first learned of or obtained the requisite knowledge relating to the Security Incident, (b) investigating such Security Incident in accordance with standard industry practices, (c) taking actions to immediately contain and remedy such Security Incident and prevent any further breach, and (d) taking all actions as may be required by Applicable Law. Dealer shall not release or publish any communication, notice, press release, or report concerning a Security Incident involving MBUSA Data or Dealer Derivative Content without first obtaining MBUSA's prior written approval.
11. **Term and Termination.**
 - 11.1 Term. This Agreement is effective as of the Effective Date, and shall continue until terminated as set forth herein.
 - 11.2 Termination. This Agreement shall automatically terminate upon the termination of all of Dealer's Dealer Agreements. In addition, either Party may terminate this Agreement, or the terms and conditions of any one or more Appendices to this Agreement, with immediate effect upon giving written notice if the other Party has breached a material provision of this Agreement or the applicable Appendix and has not cured such breach within thirty (30) days after receipt of written notice of such breach.
 - 11.3 Effect of Termination. On the termination of this Agreement or the termination of an Appendix to this Agreement, Dealer immediately shall securely destroy and cease using all applicable MBUSA Data and Dealer Derivative Content.
12. **Representations and Warranties.**
 - 12.1 Each of the Parties represents and warrants that it shall: (i) implement the Security and Privacy Program and Privacy Policy required by this Agreement, (ii) comply with Applicable Law with respect to its practices with respect to the information and data covered by this Agreement, and shall promptly implement all procedures and practices as may be necessary to remain in compliance with Applicable Law, (iii) make all required disclosures and obtain all required consents under Applicable Law prior to transferring Personal Information to the other Party under this Agreement, and otherwise not transfer data under this Agreement in a manner that violates Applicable Law, and (iv) not breach any contract to which it is a party or violate any third party intellectual property, privacy, or other proprietary right that exists with respect to its access and use of the information and data covered by this Agreement.
 - 12.2 THE MBUSA DATA AND DEALER DATA IS PROVIDED "AS IS," AND NEITHER PARTY MAKES ANY WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE MBUSA DATA AND DEALER DATA, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY WARRANTS THAT THE MBUSA DATA AND DEALER DATA IS ERROR FREE OR THAT THE OTHER PARTY WILL BE ABLE TO ACCESS OR USE THE MBUSA DATA AND DEALER DATA WITHOUT PROBLEMS OR INTERRUPTIONS.
13. **Cross-Border Data Transfers.** In the event that either Party is required or desires to transfer information or data containing any Personal Information that originated in the European Economic Area or United Kingdom and that is subject to the GDPR or UK GDPR, the Parties shall execute appropriate standard contractual clauses in order ensure the lawful transfer of such Personal Information.
14. **Indemnification.** Each Party (together, with the Party's third-party processors, affiliates, vendors and business partners in the course of providing material services to the Party for this Agreement, the "**Indemnifying Party**") shall defend, indemnify, and hold the other Party (the "**Indemnified Party**") and its parents, subsidiaries, affiliates, employees, and officers harmless from and against any and all losses, liabilities, judgments, damages, penalties, and expenses (including reasonable attorneys' fees and costs), arising out of any third-party claims, allegations, demands, suits, or proceedings relating to (i) any breach or alleged breach of this Agreement by the Indemnifying Party; (ii) any Security Incident to the extent attributable to the Indemnifying Party; (iii) the Indemnifying Party's gross negligence or willful misconduct; (iv) and the Indemnifying Party's violation of Applicable Law.
15. **Miscellaneous**
 - 15.1 **Governing Law; Jurisdiction.** This Agreement shall be governed by the law of the State of Georgia without regard to its choice of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the state or federal courts in Fulton County, Georgia, and each Party irrevocably: (a) submits to the exclusive jurisdiction of such courts; and (b) waives any objection to such courts based on venue or inconvenience. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.
 - 15.2 **Notices.** All notices under this Agreement shall be in writing and sent via one of the methods specified in the following sentence to the addresses provided on the first page of this Agreement. Notices to MBUSA shall be addressed to "Office of the General Counsel." Notices to Dealer shall be addressed to the "dealer operator" as identified in the Dealer Agreements or provided through Netstar or any other system used by MBUSA to provide notices to dealers. Notices shall be effective: (a) if personally delivered, upon receipt or refusal to accept delivery; (b) if sent via email, upon receipt; (c) if sent by a commercial overnight courier for delivery on the next business day, on the first business day after deposit with such courier service; or (d) if sent by

registered or certified mail, five days after deposit of the document in the U.S. mail. Either Party may provide a change of address for notice by notifying the other Party pursuant to the terms of this paragraph.

- 15.3 **Waiver.** No failure of a Party to act, no matter the nature, extent, duration or frequency of such failure, may be or shall be considered as creating a right not set forth in this Agreement, nor interpreted as a waiver of any of the provisions of this Agreement.
- 15.4 **Invalidity.** Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law. If any such provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law or rule in any jurisdiction, then (i) such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and (ii) this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.
- 15.5 **No Presumption.** This Agreement has been carefully reviewed and fully negotiated by the Parties. It shall therefore not be construed against either Party on the grounds that all or any section of the Agreement was drafted by any particular Party.
- 15.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be an original and together all counterparts are a single instrument. Digital signatures shall be deemed to be originals for all purposes.
- 15.7 **Assignment and Subcontracting.** Each Party shall not assign any part or all of this Agreement, or subcontract or delegate any of its rights or obligations under this Agreement, without the other Party's prior written consent. Notwithstanding the foregoing, MBUSA may assign this Agreement without Dealer's consent in the event of any transfer occurring by operation of law, corporate restructuring, transaction, or any change of control of MBUSA (whether through merger, sale of voting securities, or otherwise), where "control" means the possession, directly or indirectly, of the power to direct the management and policies of MBUSA or any successor entity, whether through ownership of voting securities, by contract or otherwise.
- 15.8 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter of this Agreement. It replaces all verbal and written agreements concluded before its signature related to its subject matter. To the extent the provisions of this Agreement conflict with provisions contained within any other agreement between the Parties, the provisions of this Agreement shall prevail.
- 15.9 **Survival.** All provisions of this Agreement that by their nature are intended to extend beyond the termination or expiration of this Agreement for any reason, shall survive the termination or expiration of this Agreement.
- 15.10 **Modification; Amendment.** Any modification of any provision of this Agreement must be made in writing except as otherwise set forth in this Agreement.

Legal Notices
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