



### Indemnification and Limitation of Liability

This **Agreement** is entered into on the date below between the dealership signing below (“**Dealer**”) and American Auto Auction Group, LLC (dba XLerate Group) for itself and on behalf of its subsidiary auctions and floorplanning affiliates which include the auctions listed at <https://www.xlerategroup.com/>, any future subsidiaries and XL Funding (collectively “**XLerate Group**”). Dealer agrees that the XLerate Group’s Terms & Conditions, dated October 15, 2021 as they may be updated from time to time and posted at <https://www.xlerategroup.com> are incorporated and made part of this Agreement. Dealer further agrees that Dealer’s successful bid upon a vehicle at auction shall constitute its agreement to the terms of XLerate Group’s customary bill of sale.

Dealer agrees to indemnify and hold XLerate Group (and their officers, directors, managers, shareholders, employees, agents, attorneys, affiliates, subsidiaries and parents, related parties, successors and assigns) harmless from and against all claims, loss, damages, liabilities, penalties, fines, costs, or expenses of any nature allegedly or in fact relating, arising from or in any way connected in whole or in part to Dealer’s breach of any agreement with XLerate Group (including its Terms & Conditions) or the actions of Dealer or its employees or agents including XLerate Group acting on Dealer’s behalf and Dealer using XLerate Group products or services. “Expenses” shall include, without limitation, attorneys’ fees and expenses incurred both in the defense of any action against XLerate Group alleged to have been caused by the actions or omissions of the Dealer and any action to enforce these indemnity rights as against the Dealer.

Neither Dealer nor XLerate Group shall be liable to the other for any **special, consequential, lost profits, incidental, indirect or punitive or exemplary damages** arising from or relating to any breach of this Agreement (including the Terms & Conditions), the obligations therein, or actions taken pursuant to them regardless of any notice of the possibility of such damages. The foregoing notwithstanding, nothing in this paragraph is intended to limit or restrict the indemnification rights hereunder, in the Terms & Conditions or any other agreement between the parties.

\_\_\_\_\_  
Legal Name of Dealership

\_\_\_\_\_  
AuctionACCESS Number

(x) \_\_\_\_\_  
(Signature of Owner/Officer)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Owner/Officer)

### ACKNOWLEDGMENT

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of \_\_\_\_\_ ) County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
(date) (name of notary)

appeared \_\_\_\_\_, who  
(insert **name** and **title** of the owner/officer of the company)

proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

My Commission expires: \_\_\_\_\_