



Data Use Agreement

This Data Use Agreement (this “Agreement”), dated as of the last date executed below (the “Effective Date”) is by and between Porsche Cars North America, Inc. (“PCNA”), and the Porsche dealership identified in the signature block of this Agreement (“Dealer”).

Background

In order to measure and improve overall customer satisfaction, PCNA has established the Porsche event-based Service Satisfaction Survey (SSS) program. The program will enable PCNA to send out customer surveys on a more timely basis and to allow Dealer and PCNA to better communicate with customers to evaluate sales and service functions. Under this program, with the assistance of a third-party vendor, Digital Motorworks, Inc. (“DMi”), PCNA will access and extract data concerning sales and service, as well as certain customer personal data, directly from the Dealer Management System (“DMS”).

Dealer wishes to participate in this program (or, if a current participant, wishes to participate in the newest version of the program described here), and this Agreement is intended to provide the terms for PCNA’s and DMi’s access and use of the data resident in Dealer’s DMS (the “Database”), in order to support customer surveys on Dealer’s sales and service operations, and for other sales and marketing purposes. In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- Right of Access and Use.** Dealer hereby grants to PCNA and DMi a limited, paid-up, non-exclusive right to access and use the Database during the term of this Agreement, including VIN, transaction data, as well as customer’s name, address, phone and e-mail (the “Data”). PCNA will use the Data transmitted to PCNA for the following purposes: (a) transmission of an e-mail inviting the customer to take a survey after each sales, parts and service transaction with the Dealer; (b) analysis of the customer care and sales functions of Dealer and communication with Dealer; (c) direct and electronic marketing by PCNA and its affiliates of their products and services; and (d) market research. All Data will be used in accordance with PCNA’s Privacy Policy, as may be updated from time to time.
- Technical Information.** Dealer has correctly filled out Exhibit A and agrees to comply with the technical instructions set forth on Exhibit A.
- Compliance and Cooperation.** Dealer and PCNA shall each comply with all applicable laws and regulations in its use of the Database and the Data, including but not limited to the CAN SPAM Act of 2003, the national Do-Not-Call registry, and all other applicable laws in respect of personal and data privacy. Dealer and PCNA will cooperate with the other in the planned use of the Data to facilitate compliance with legal requirements.

4. **Security.** Dealer and PCNA shall each impose reasonable physical and technical security and access control measures to safeguard and maintain the confidentiality of the Database and the Data, as well as any other shared databases (whether in print, electronic, or any other medium). In designing and carrying out this program, PCNA and DMi will maintain the security, integrity, and confidentiality of the data and information in the DMS. No dealer-specific information will be disclosed by DMi to anyone outside of PCNA and DMi (or other third-party vendor PCNA may use in the future to assist in the program). No information provided by Dealer about any customers will be disclosed to any other Porsche dealer. Moreover, any and all disclosures to other Porsche dealers of any of the data or information gathered by PCNA will be on a “composite” basis only. The parties acknowledge and agree that DMi has entered into an agreement with PCNA that prohibits DMi from disclosing Dealer-specific information except as set forth in this Agreement and obligates DMi to delete such information after forwarding to PCNA.

5. **Accuracy and Opt-Outs.** Dealer shall ensure that all information input into the Database by Dealer is accurate and correct, based on Dealer’s own records. Dealer agrees that any privacy policy used by Dealer does now and shall permit the data sharing and other activities described in this Agreement. Dealer shall mark or otherwise disclose to PCNA any opt-out or other similar request received from a Dealer customer applicable to data entered by Dealer into the Database (or shall not enter data that a Dealer customer has requested not be used).

6. **Indemnity.** In the event of the disclosure or use of the Data in violation of this Agreement or breach of the Database occurring due to the acts or omissions of one party hereto, that party shall indemnify and hold harmless the other party from all claims and damages, including reasonable attorneys’ fees, to the extent arising from the same. The preceding sentence shall survive termination or expiration of this Agreement.

7. **Term, Expiration, and Termination.** This Agreement shall be effective as of the Effective Date and shall continue in effect for the same term as the Dealer Sales and Service Agreement (the “DSS Agreement”) currently in effect between the parties, unless earlier terminated in accordance with this Section. Either party may terminate this Agreement upon written notice thereof to the either party. This Agreement shall be substituted for and supersede any other agreements of any nature regarding this program between the parties, including any letter agreement between the parties entitled “Dealer Consent” regarding the Porsche Dealer Information Link Program, all of which agreements are hereby mutually terminated by the parties.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Georgia, USA, without regard to its conflicts of laws principles.

9. **Miscellaneous.** This is a personal service agreement and may not be assigned or sold by Dealer, in whole or in part, directly or indirectly, voluntarily or by operation of law, without the prior written approval of PCNA. Any attempted transfer, assignment, or sale without PCNA’s prior written approval

will be void and not binding upon PCNA. PCNA reserves the right to assign this Agreement without Dealer's consent to any person, firm, or corporation succeeding to its business and to any subsidiary or affiliated company of PCNA. All notices under this Agreement are effective when received at the addresses listed below by means of a next-day or in person delivery service. Failure to insist on compliance in one or more instances by the other party does not operate as a continuing waiver of the provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one single agreement. A party's facsimile signature to this Agreement delivered to the other party shall be sufficient to bind such party to this Agreement.

10. **Entire Agreement.** This Agreement, including Exhibit A, constitutes the entire agreement between the parties concerning its subject matter. It supersedes all their earlier written and oral agreements and understandings about its subject matter. This Agreement may be modified only by a writing signed by both parties.

Agreed as of the Effective Date (must be signed by an authorized representative of Dealer):
[[AgreementEffectiveDate]]

[[ProposedLegalEntityName]]

PORSCHE CARS NORTH AMERICA, INC.

DBA [[NewDBAName]]

BY:

BY:

NAME:

NAME:

TITLE

TITLE:

DATE

DATE:

☐ I understand that checking this box constitutes a legal signature on behalf of the [[Rolename|VP]]

BY:

NAME:

TITLE:

DATE:

☐ I understand that checking this box constitutes a legal signature on behalf of the [[Rolename|DDND]]