

MASTER DATA EXCHANGE AND USAGE AGREEMENT

FCA US LLC, a Delaware limited liability company with its principal office at 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766 (“**FCA US**”), and the Dealer identified below (“**Dealer**”) agree to the terms and conditions of this Master Data Exchange and Usage Agreement (“**Agreement**”) as of the Effective Date. The Effective Date is the date on which the FCA US National Dealer Placement Manager (“**NDPM**”) executes the Agreement below.

(DEALER Firm Name)

(DEALER D/B/A, if applicable)

(STREET)

(CITY)

(STATE)

WHEREAS, FCA US and Dealer (each a “**Party**” and together the “**Parties**”) have entered into a Dealer Agreement including any applicable exhibits, addenda, or amendments thereto (“**Dealer Agreement**”);

WHEREAS, Dealer desires to provide certain data to FCA US, and FCA US desires to acquire and use such data, in order to support and improve Dealer marketing, sales and related activities;

WHEREAS, Dealer desires to access, receive and use certain data, goods, products, tools (including software), offers and other features and services (which may be provided by third parties) made available through FCA US customer, marketing and sales programs (the “**FCA Services**”);

WHEREAS, the Parties desire to set forth the obligations and restrictions that apply to the data shared by Dealer and FCA US;

WHEREAS, by signing this Agreement the Parties agree to terminate any and all prior versions of the Software License, Data Exchange and Electronic Commerce Agreement between the Parties; and

WHEREAS, the Parties agree that in order to share data hereunder, they will execute one or more Statement(s) of Work that will describe such data sharing (each a “**Statement of Work**” or “**SOW**”), each of which is hereby incorporated into this Agreement by this reference, and a template of which is attached hereto as **Exhibit A**.

NOW THEREFORE:

1. DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined in this Agreement will have the meaning ascribed to them in this Section 1:

1.1 “**Confidential Information**” has the meaning set forth in Section 9 hereto.

1.2 “**Consumer Request**” means a request made by or on behalf of an individual to exercise one or more rights under applicable Data Protection Laws, including but not limited to requests to access (or ‘requests to know’), review, correct or delete the individual’s Personal Information, requests to ‘opt out’ of any further use, sale or disclosure of the individual’s Personal Information, and requests to receive further information about how the individual’s Personal Information has been collected, used, disclosed, sold or otherwise Processed.

1.3 **“Data Protection Laws”** means all applicable Laws (as defined below) in relation to privacy, data protection, data security, or collecting, intercepting, transmitting, disclosing, using, recording, storing or otherwise Processing Personal Information.

1.4 **“Dealer-Provided Data”** means the Personal Information and Confidential Information that Dealer makes available to FCA US, pursuant to this Agreement and the applicable SOW(s) hereto.

1.5 **“Dealer-Provided Data Derivative Content”** means any data, content, or information derived by FCA US or otherwise resulting from FCA US’s use of the Dealer-Provided Data hereunder.

1.6 **“FCA Affiliate”** means a subsidiary or affiliate entity of FCA US that is controlled by or under common control with FCA US.

1.7 **“FCA Business Partner”** means an entity that makes available third-party services to Dealer pursuant to the FCA Services.

1.8 **“FCA-Provided Data”** means the Personal Information and Confidential Information that FCA US makes available to Dealer pursuant to this Agreement and the SOW(s) hereto.

1.9 **“FCA-Provided Data Derivative Content”** means any data, content, or information derived by FCA US or otherwise resulting from Dealer’s use of the FCA-Provided Data hereunder.

1.10 **“GLBA Data”** means nonpublic personal information as defined by the Gramm-Leach Bliley Act, 15 U.S.C. § 6801 et seq. and the regulations promulgated thereto (**“GLBA”**), which is included in the Dealer-Provided Data.

1.11 **“Law”** means all applicable present or future local, state, federal or international law, statute, rule, regulation, code, ordinance, court order, compulsory process, decision, treaty, judgment or industry guidelines, including, without limitation, industry self-regulatory guidelines and principles, for any applicable jurisdiction(s).

1.12 **“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, household or vehicle (including, but not limited to, names, addresses, telephone numbers, email addresses, dates of birth, social security and similar personal identification numbers, VIN and geolocation information), as well as any other information defined as “personal data,” “personal information,” “private data” or other similar term under applicable Data Protection Laws.

1.13 **“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 by automated means, including but not limited to any access, collection, use, transmission, disclosure, storage, alteration or deletion of such data.

1.14 **“Vendor”** means a third party engaged by one Party to perform services on behalf of that Party, to the extent such entity collects, uses or otherwise Processes data (including Personal Information) received from or on behalf of that Party (i) solely in order to perform the services for that Party, and (ii) subject to contractual restrictions that prohibit such third party from using, selling, retaining, disclosing or otherwise Processing such data except to provide the services to that Party.

2. DATA SHARING

2.1 Dealer to FCA US Data Sharing.

2.1.1 Dealer will make available to FCA US the Dealer-Provided Data, as set forth in the applicable SOW(s) hereto. Dealer shall own all right, title, and interest in and to the Dealer-Provided Data.

2.1.2 Except to the extent otherwise set forth and agreed to in a SOW hereto, Dealer hereby grants to FCA US a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to receive, access, store, use, transform, and otherwise Process the Dealer-Provided Data (not including any GLBA Data) for the FCA Permitted Purposes (set forth in Section 3.3 below) and as set forth in the applicable SOW(s) hereto. FCA US shall own all right, title and interest in and to the Dealer-Provided Data Derivative Content. To the extent that the Dealer-Provided Data includes third-party data, Dealer shall have procured all rights and consents in and to such third-party data as necessary in order to grant the rights and permissions set forth herein, prior to providing any such Dealer-Provided Data to FCA US.

2.1.3 To the extent Dealer-Provided Data includes any GLBA Data, the Parties shall in a SOW hereto expressly identify such GLBA Data and set forth the requirements and restrictions applicable to such GLBA Data; where set forth in the relevant SOW, FCA US (i) will only use such GLBA Data in order to perform services on behalf of Dealer, and (ii) will not otherwise use or disclose the GLBA Data other than in compliance with the GLBA. The GLBA Data shall not be Dealer-Provided Derivative Content for the purposes of this Agreement.

2.1.4 Dealer agrees that FCA US may disclose the Dealer-Provided Data to its Affiliates, Vendors and Business Partners in order to provide services to Dealer under this Agreement; provided, however, FCA US will not (i) sell the Dealer-Provided Data to any third party unless authorized in a Statement of Work to this Agreement; or (ii) disclose the Dealer-Provided Data to any other FCA US dealer other than as contemplated in this Agreement, required by applicable Law or otherwise authorized. Notwithstanding anything else in this Agreement, Dealer shall not (and is not required to) provide any Personal Information to FCA US where doing so would violate applicable Data Protection Laws (including but not limited to the California Consumer Privacy Act and the GLBA, each as amended and including any regulations promulgated thereto).

2.2 FCA US to Dealer Data Sharing.

2.2.1 FCA US will make available to Dealer the FCA-Provided Data, as set forth in the applicable SOW(s) hereto. FCA US shall own all right, title, and interest in and to the FCA-Provided Data and the FCA-Provided Data Derivative Content.

2.2.2 Unless otherwise set forth in a SOW hereto, FCA US hereby grants to Dealer a limited, revocable, non-exclusive, non-transferable, royalty-free license during the Term to receive, access, store, use, and otherwise Process the FCA-Provided Data and the FCA-Provided Data Derivative Content in the United States, for the Dealer Permitted Purposes (set forth in Section 3.2) and as set forth in the applicable SOW(s) hereto. To the extent that the FCA-Provided Data includes third-party data, FCA US shall procure all necessary rights and consents in order provide such data to Dealer for the Dealer Permitted Purpose; the license grant to Dealer provided herein with respect to any such third-party data is contingent upon and subject to (i) Dealer agreeing to such other terms and conditions as required by the third-party licensor(s) of such third-party data, and (ii) FCA US being a third-party beneficiary of such relationship.

2.2.3 Except as set forth in Section 2.2.4, Dealer may not disclose any FCA-Provided Data or FCA-Provided Data Derivative Content to any third party (including, without limitation any Dealer affiliates or subsidiaries), without the prior written consent of FCA US, which may be subject to such third party entering into an agreement with Dealer that is reasonably acceptable to FCA US. Dealer shall be fully responsible and liable for the acts and omissions of any such third party (including a Dealer Vendor). For the avoidance of doubt, nothing herein shall prevent Dealer from disclosing FCA-Provided Data or FCA-Provided Data Derivative Content as required by law; provided, however, Dealer gives, unless prohibited by law, FCA US prior notice of such requirement so that FCA US may take any actions it deems appropriate with respect to such proposed disclosure.

2.2.4 FCA US agrees that Dealer may disclose FCA-Provided Data and FCA-Provided Data Derivative Content to a Dealer Vendor, provided and to the extent such Vendor only Processes the FCA-Provided Data and FCA-Provided Data Derivative Content on behalf of Dealer, pursuant to a written contract that:

(a) prohibits such Dealer Vendor from (i) selling such data, (ii) using, disclosing, retaining or otherwise Processing such data except as necessary to provide its services to Dealer, and (iii) using or Processing such data in support of any marketing, advertising or promotion of products and services other than those of FCA US; and

(b) includes privacy and security requirements that are at least as protective of FCA-Provided Data and FCA-Provided Data Derivative Content as those applicable to Dealer hereunder.

3. Permitted Uses

3.1 General Requirements. Each Party shall use the data provided by the other Party pursuant to this Agreement and any data or content derived thereof as specified herein and in the applicable SOW, but in all cases in strict compliance with all applicable Laws. Without limiting the foregoing, unless otherwise provided in a SOW, each Party is required to obtain any required consents, and honor any required opt outs, as required under applicable Laws, prior to sending any SMS/text, email or other marketing messages to users. Notwithstanding any other provision herein, this Agreement shall not restrict Dealer or FCA US from lawfully using or disclosing any data they have lawfully obtained or received independent of this Agreement, even to the extent such data is the same as the FCA-Provided Data or the Dealer-Provided Data they have received, respectively, hereunder.

3.2 Dealer Use and Restrictions. Subject to Section 3.1, Dealer may use and otherwise Process the FCA-Provided Data and the FCA-Provided Data Derivative Content solely for the following purposes (the “**Dealer Permitted Purposes**”): (i) increasing the effectiveness of marketing campaigns related to and sales efforts and services for, FCA US vehicles, parts and other products and services, to the extent covered by the Dealer Agreement and the authorized dealership locations specified in the Dealer Agreement, and not in connection with any other activities or operations; (ii) in support of Dealer’s internal business operations necessary to support the performance of the Dealer Agreement; and (iii) to the extent expressly permitted in an applicable SOW hereto or otherwise necessary for compliance with applicable Laws. Dealer may not use, sell, disclose or otherwise Process FCA-Provided Data and the FCA-Provided Data Derivative Content, except as set forth herein. Without limiting the foregoing, Dealer is prohibited from using, selling, disclosing or otherwise Processing any FCA-Provided Data and the FCA-Provided Data Derivative Content for any other commercial purpose, including in support of Dealer’s dealership operations that are not subject to the Dealer Agreement.

3.3 FCA US Use and Restrictions. Subject to Section 3.1, FCA US may, unless otherwise set forth in an SOW, use, disclose and otherwise Process the Dealer-Provided Data solely for the following purposes (the “**FCA Permitted Purposes**”): (i) in support of its business operations; (ii) for quality, safety and customer support purposes; (iii) in order to assess and analyze the success of the FCA Services and for similar marketing, sales and lead generation activities; and (iv) to the extent expressly permitted in an applicable SOW hereto or otherwise necessary for compliance with applicable Laws. FCA US may not use, sell, disclose or otherwise Process Dealer-Provided Data, except as set forth herein.

3.4 Dealer Data Acquisition from FCA Business Partners. FCA US or a FCA Business Partner may enter into agreements with third parties (including another FCA Business Partner), whereby such third parties will make available directly to Dealer certain data (“**Additional Data**”) and other FCA Services. In order to acquire the Additional Data or certain FCA Services, Dealer may be required to execute additional agreements with a FCA Business Partner and/or other third party (each a “**Third Party Agreement**”). Dealer expressly agrees that FCA US shall be a third-party beneficiary to any such Third Party Agreement.

4. **PRIVACY AND DATA PROTECTION**

4.1 Compliance with Laws. Each Party shall, at all times during the term of the Agreement, comply with all applicable Laws (including Data Protection Laws) in performance of this Agreement and with respect to any Processing of data (including Personal Information) subject to this Agreement.

4.2 Security and Privacy Program. 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 that (i) are appropriate to the size and complexity of their organization and operation, the nature and scope of their activities, and the volume and sensitivity of the data they process, and (ii) comply with all applicable Laws. Without limiting the foregoing, each Party shall be solely responsible for all systems, tools and technology that such Party uses to access, use, transmit, store or otherwise Process any FCA-Provided Data, FCA-Provided Data Derivative Content, or Dealer-Provided Data, respectively, and each Party shall implement, regularly update, and fully comply with a written security policy and program (including backup and disaster recovery procedures) that includes technical, administrative, and operational controls designed to ensure the security, availability and integrity of such data, respectively.

4.3 Consumer Requests. Each Party acknowledges and agrees that it is independently responsible for responding to and processing any Consumer Requests as required by applicable Data Protection Laws, with respect to the Personal Information owned, controlled or possessed by such Party. Upon request, each Party shall provide reasonable assistance to the other Party as needed to enable the other Party to respond to a Consumer Request as required by applicable Data Protection Laws.

4.4 Privacy Policy. Each Party shall post and maintain a publicly-accessible privacy policy (the "Privacy Policy") that complies with applicable Data Protection Laws and accurately and completely describes that Party's relevant information and privacy practices, including its collection, use, disclosure and sharing of Personal Information pursuant to this Agreement. For the avoidance of doubt, Dealer is responsible for ensuring, and will ensure, that all individuals whose Personal Information is provided to FCA US by or on behalf of Dealer hereunder, have (i) received all required notices, and (ii) provided any required consents, as necessary to permit Dealer to disclose such Personal Information to FCA US for the purposes set forth herein. Without limiting any other requirements herein, Dealer shall Disclose in the Dealer Privacy Policy and on Dealer's lead forms that Personal Information will be shared with FCA US and used by FCA US in accordance with the FCA US Online Privacy Policy (available at https://www.chrysler.com/crossbrand_us/privacy).

4.5 Security Incidents. Upon discovery of a Security Incident involving any FCA-Provided Data or FCA-Provided Data Derivative Content in the possession or control of Dealer or its Vendor(s), or Dealer-Provided Data in the possession or control of FCA-US, respectively, the discovering Party will promptly (i) notify the other Party, (ii) provide the other Party with all information, cooperation and assistance reasonably necessary and requested by the other Party to enable it to review, assess and respond to such Security Incident, and (iii) take all appropriate corrective actions to remediate and mitigate the risks associated with the Security Incident. Dealer shall not release or publish any filing, communication, notice, press release, or report concerning a Security Incident involving any FCA-Provided Data, FCA-Provided Data Derivative Content or Dealer-Provided Data Derivative Content without FCA US's prior written approval.

5. **TERM AND TERMINATION**

5.1 Term. This Agreement is effective as of the Effective Date and shall continue until terminated as set forth herein ("**Term**").

5.2 Termination. Each SOW will have the term set forth in the SOW. Either Party may terminate this Agreement if there are no then-current SOWs in place. Either Party may terminate this Agreement or any SOW, in whole or in part, upon sixty (60) days written notice to the other Party. FCA US and Dealer can mutually agree to terminate this Agreement or any SOW. Either Party may terminate this Agreement and/or any SOW, as applicable, upon written notice to the other Party if such other Party commits a material breach of the Agreement and/or any SOW and such breach, is not cured within thirty (30) days of the breaching Party's receipt of notification of the breach. This Agreement and all SOWs will terminate automatically upon termination or expiration of the Dealer Agreement.

5.3 Effect of Termination. Termination of a SOW will have no effect on any other then-current SOW or this Agreement. Termination of this Agreement will terminate all then-current SOWs.

5.4 Return and Destruction of Data. Upon termination of this Agreement or a SOW hereto, (i) Dealer shall securely destroy and cease using all relevant FCA-Provided Data and FCA-Provided Data Derivative Content in the possession or control of Dealer or its Vendor(s), and (ii) FCA US will securely destroy all relevant GLBA Data in the possession or control of FCA US and its Vendor(s).

6. **F E E S**

6.1 Fees. All amounts due hereunder shall be set forth in a relevant SOW.

7. **REPRESENTATIONS AND WARRANTIES**

7.1 Each Party represents, warrants, and covenants that it has the full right and authority to enter into this Agreement and to perform its rights and obligations hereunder, and it will comply with all laws and regulations with respect to its performance pursuant to this Agreement. In addition, Dealer represents, warrants, and covenants that: (i) it will comply with its Dealership Agreement and any FCA US policies or other requirements provided by FCA US to Dealer; (ii) it has used commercially reasonable efforts to ensure the Dealer-Provided Data is accurate and up-to-date; (iii) the Dealer-Provided Data will not infringe, violate, or misappropriate any patent, copyright, trademark, service mark, trade secret, right of privacy, right of publicity, or other personal or proprietary right of a third party anywhere in the world; (iv) it will provide all notices and obtain all consents as required by applicable law in order for Dealer to provide the Dealer-Provided Data and allow FCA US to create the Dealer-Provided Data Derivative Content; and (v) it shall access and use the FCA Services, FCA-Provided Data and FCA-Provided Data Derivative Content only (a) in support of the Dealer's dealership operations covered by the Dealer Agreement, at the authorized dealership locations specified in the Dealer Agreement, and not in connection with any other activities or operations, and (b) as and to the extent expressly permitted under an applicable SOW.

7.2 THE FCA-PROVIDED DATA IS PROVIDED "AS IS," AND FCA US MAKES NO WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS, OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE FCA-PROVIDED DATA, OR THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FCA US DOES NOT WARRANT THAT THE FCA-PROVIDED DATA IS ERROR FREE OR THAT DEALER WILL BE ABLE TO ACCESS OR USE THE FCA-PROVIDED DATA WITHOUT PROBLEMS OR INTERRUPTIONS.

8. **INDEMNIFICATION**

8.1 Dealer will defend, indemnify, and hold FCA US and its parents, subsidiaries, affiliates, employees, directors, officers, members and shareholders harmless from and against any and all losses, liabilities, judgments, damages, penalties, and expenses (including, without limitation, reasonable attorneys' fees and settlement costs), arising out of any third-party claims, allegations, demands, suits, or proceedings ("**Claims**") relating to: (i) any breach or alleged breach of this Agreement by Dealer or its Vendors; (ii) use of the Dealer-Provided Data as permitted herein; (iii) use of the FCA-Provided Data or FCA-Provided Derivative Data in violation of this Agreement; (iv) any Security Incident, to the extent attributable to Dealer or its Vendors or other authorized third party recipients hereunder; and (v) the negligence or willful misconduct of Dealer or its Vendors. FCA US will give Dealer prompt written notice of any Claims, however failure to provide such notice will not release Dealer from any of its obligations hereunder, except to the extent that such failure has actually prejudiced Dealer's rights in such third-party claim. FCA US shall have the right to consent to the selection of legal counsel in its reasonable discretion. Dealer will not enter into any settlement, defense discharge, admission of liability or compromise of any Claim without obtaining FCA US's prior written consent, which will not be unreasonably withheld or delayed. FCA US shall have the right to participate in the defense of any Claim at its own cost and expense.

8.2 FCA US will defend, indemnify, and hold Dealer and its parents, subsidiaries, affiliates, employees, directors, officers, members and shareholders harmless from and against any and all losses, liabilities, judgments, damages, penalties, and expenses (including, without limitation, reasonable attorneys' fees and settlement costs), arising out of any third-party Claims (including, by way of example, Claims for infringement, failure to obtain proper consents, and violation of third party rights) relating to: (i) Dealer's use of the FCA-Provided Data if such FCA-Provided Data is being used in accordance with the terms of this Agreement; (ii) use of the Dealer-Provided Data in violation of this Agreement; (iii) any Security Incident, to the extent attributable to FCA US or its Vendors or other authorized third party recipients hereunder; and (iv) the negligence or willful misconduct of FCA US. Dealer will give FCA US prompt written notice of any Claims, however failure to provide such notice will not release FCA US from any of its obligations hereunder, except to the extent that such failure has actually prejudiced FCA US's rights in such third-party claim. Dealer shall have the right to consent to the selection of legal counsel in its reasonable discretion. FCA US will not enter into any settlement, defense discharge, admission of liability or compromise of any Claim without obtaining Dealer's prior written consent, which will not be unreasonably withheld or delayed. Dealer shall have the right to participate in the defense of any Claim at its own cost and expense.

8.3 Dealer shall maintain sufficient insurance to cover its potential liabilities hereunder.

9. **CONFIDENTIAL INFORMATION.** In connection with performing its obligations under this Agreement ("**Purpose**"), the Parties may disclose confidential information to each other, such as information related to products, designs, business plans, strategies or processes, business opportunities, procurement or supply business plans, strategies or processes, sales or marketing plans, technical plans, architecture or financial plans or strategies, research, development, know-how, other sales information, marketing strategies, market forecasts, trade secret information, product information, Personal Information and other information which by its nature is confidential (collectively, the "**Confidential Information**"). FCA US's Confidential Information shall include the FCA-Provided Data and the FCA-Provided Data Derivative Content, and Dealer's Confidential Information shall include the Dealer-Provided Data. The receiving Party shall not disclose the disclosing Party's Confidential Information to any other person, firm or entity, except to the extent that disclosure may be required by law or is expressly permitted hereunder. If the disclosure of Confidential Information is required by law, then the receiving Party will provide the disclosing Party with reasonable written notice prior to disclosure so that the disclosing Party has an opportunity to obtain a protective order or otherwise stop or limit the disclosure. In addition, the receiving Party shall not use the Confidential Information of the disclosing Party for any purpose other than the Purpose, including any use of the Confidentiality Information for the benefit of any third Party. Excluding Personal Information processed under this Agreement, the term Confidential Information does not include any information that (i) was lawfully in a Party's possession prior to any disclosure by the disclosing Party; (ii) is or becomes generally available to the public other than as a result of disclosure in violation of this Agreement; (iii) is received by the receiving Party from a third Party that has the right to disclose such information on a non-confidential basis; or (iv) is independently developed by the receiving Party without the use of the Confidential Information of the disclosing Party.

10. **NOTICES.** All notices, approvals, consents and other communications required to be given under this Agreement will be in writing and delivered to the Parties at the addresses listed below or to another address as the Parties may direct by notice. Notice of dispute, breach, or otherwise of a legal nature will be (i) personally delivered, or (ii) mailed by national traceable overnight courier or United States registered or certified mail, postage prepaid, return receipt requested. All other notices will be (i) personally delivered, (ii) mailed by national traceable overnight courier or United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by confirmed facsimile or electronic mail.

If to Dealer:

At the Dealer name and address in the first paragraph.

If to FCA US:

National US Dealer Placement Manager
FCA US LLC
1000 Chrysler Drive
Auburn Hills, Michigan 48326

with a copy to:

FCA US LLC
1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, Michigan 48326
Attn: Assistant General Counsel

11. MISCELLANEOUS

11.1 No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, their respective successors and assigns, and the specific persons and entities provided for in this Agreement. No other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement, as a third-party beneficiary or otherwise.

11.2 Waiver. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any term, covenant or condition of this Agreement will not constitute a waiver with respect thereto, except to the extent that such waiver is in writing, or with respect to any subsequent act.

11.3 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

11.4 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Agreement will be prohibited by or invalid under any such Law, such provision will be limited to the minimum extent necessary to render the same valid or will be excised from this Agreement, as the circumstances require, and this Agreement will be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by Law.

11.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

11.6 Limitation of Liability. EXCEPT FOR FCA US'S INDEMNIFICATION OBLIGATIONS, FCA US SHALL NOT BE LIABLE TO SUPPLIER FOR DIRECT, EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATING TO LOSS OF PROFIT OR BUSINESS INTERRUPTION) RELATING IN ANY WAY TO THE AGREEMENT OR THE PERFORMANCE, NONPERFORMANCE OR DELAYED PERFORMANCE BY FCA US OF THE AGREEMENT, OR TO ANY OF ITS ACTS OR OMISSIONS, OR TO ANY ACTS OR OMISSIONS OF ANY PERSON OR ENTITY ACTING ON ITS BEHALF, WHETHER NEGLIGENT OR OTHERWISE.

11.7 Assignment and Subcontracting. Except as expressly provided herein, Dealer shall not assign any part or all of this Agreement, or subcontract or delegate any of its rights or obligations under this Agreement, without FCA US's prior written approval. Any attempt to assign, subcontract or delegate in violation of this paragraph is void in each instance. For purposes of this paragraph, "assign" includes, without limitation, any transfer occurring by operation of Law or any change of control of Dealer (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 Dealer or any successor entity, whether through ownership of voting securities, by contract or otherwise.

11.8 Independent Contractors; No Partnership or Joint Venture. The Parties are independent contractors and nothing herein contained will be construed as creating any relationship of employer/employee, partnership, agency, joint venture, or otherwise between the Parties hereto, nor will this Agreement be construed as conferring on any Party any express or implied right, power, or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of any other Party. In addition, this Agreement will not be construed as creating any relationship between one Party and the other Party's employees. Accordingly, neither Party nor its employees will be entitled, as a result of this Agreement, to any of the benefits under any employee benefit plan the other Party presently has in effect or may put into effect; nor will either Party or its employees be considered employees of the other Party for any purpose.

11.9 Survival. The provisions of this Agreement that by their context are intended to survive the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

11.10 Entire Agreement. Any prior Software License, Data Exchange and Electronic Commerce Agreement between the Parties is hereby terminated as of the Effective Date. This Agreement and the Exhibits attached hereto (each of which is incorporated in this Agreement by reference and made a part of the Agreement), and any SOWs (each of which is incorporated in this Agreement by reference and made a part of the Agreement), constitute the entire agreement between the Parties relating to the subject matter hereof and supersede any prior agreement or understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between this Agreement and any Exhibits attached hereto or any SOW, the terms of the Exhibits and SOW, respectively, shall control.

11.11 Modification; Amendment. This Agreement may only be modified or amended in a writing signed by an authorized representative of each Party with the authority to sign amendments to this Agreement.

11.12 Governing Law; Forum. This Agreement and the rights of the Parties hereunder will be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to its conflict of laws rules or choice of law principles which would require the application of the law of any other jurisdiction. Exclusive jurisdiction and venue for any claims made by either Party against the other will be the courts of the State of Michigan located in Oakland County and/or the United States District Court for the Eastern District of Michigan, and the Parties irrevocably consent and agree to the exclusive jurisdiction and venue of such courts.

IN WITNESS WHEREOF, FCA US and Dealer have executed this Agreement as of the Effective Date.

FCA US LLC

By: _____
Its: _____
Date: _____

By: _____
Its: National Dealer Placement Manager
Date: _____

EXHIBIT A: FORM OF SOW

STATEMENT OF WORK

This Statement of Work (“**SOW**”) is made pursuant to that certain Master Data Exchange and Usage Agreement (“**Agreement**”) by and between FCA US LLC (“**FCA US**”) and the Dealer identified below (“**Dealer**”) as of the effective date for this SOW, which shall be the date on which the FCA US National Dealer Placement Manager (“**NDPM**”) executes this SOW below (“**SOW Effective Date**”). All capitalized terms used in this SOW and not otherwise defined herein shall have the meaning set forth in the Agreement.

(DEALER Firm Name)

(DEALER D/B/A, if applicable)

1. Data Sharing. [INCLUDE A DESCRIPTION OF THE DATA SHARING TAKING PLACE OR LIST “NONE”]
The following data will be shared pursuant to this SOW:

- a *Dealer-Provided Data*. [LEGAL/BUSINESS TO PROVIDE DATA DESCRIPTION].
- b *FCA-Provided Data*. [LEGAL/BUSINESS TO PROVIDE DATA DESCRIPTION].

2. Method of Data Sharing. [INSERT OR AMEND DESCRIPTION BELOW OF HOW DATA WILL BE SHARED].
The data shared pursuant to this SOW will be shared or otherwise made available by and between the Parties [via one or more systems integrations between FCA US and Dealer Data Management Systems, Customer Relationship Management Systems, Websites, and other Dealer Systems, as well as via API, secure FTP, Business Partner-provided integrations, and other methods as agreed upon by the Parties.]

3. Permitted Purposes. [INCLUDE ADDITIONAL PERMITTED PURPOSES AND/OR RESTRICTIONS ON LICENSE GRANTED IN AGREEMENT] The data shared pursuant to this SOW may be used as follows:

- a *Dealer-Provided Data* . For the Dealer Permitted Purposes set forth in the Agreement [and ●]
- b *FCA-Provided Data* . For the FCA Permitted Purposes set forth in the Agreement [and ●]

4. Third Parties. [INSERT ADDITIONAL APPROVED THIRD PARTIES OR RESTRICTIONS, OR STATE “NONE”]. The data shared by the Parties pursuant to this SOW may be disclosed [as set forth in the Agreement and] to the following third parties:

- a *Dealer-Provided Data* . [●]
- b *FCA-Provided Data* . [●]

5. Term. This SOW shall begin on SOW Effective Date and shall continue until terminated in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, FCA US and Dealer have executed this SOW as of the SOW Effective Date.

[Dealer Legal and DBA Name]

FCA US LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A-1

STATEMENT OF WORK TEMPLATE – DATA INTEGRATION (PURCHASE AND LEASE DATA)

This Statement of Work (“SOW”) is made pursuant to that certain Master Data Exchange and Usage Agreement (“Agreement”) by and between FCA US LLC (“FCA US”) and the Dealer identified below (“Dealer”) as of the effective date for this SOW, which shall be the date on which the FCA US National Dealer Placement Manager (“NDPM”) executes this SOW below (“SOW Effective Date”). All capitalized terms used in this SOW and not otherwise defined herein shall have the meaning set forth in the Agreement.

(DEALER Firm Name)

(DEALER D/B/A, if applicable)

1. Data Sharing

a. Dealer-Provided Data. The Dealer-Provided Data includes the following data regarding vehicle finance and purchase terms, which may be subject to the GLBA:

- | | | |
|--------------------------------|---|--------------------------------------|
| ● Contract type | ● Payment amount | ● Total term depreciation amount |
| ● Dealer Sales type | ● Payment frequency | ● Total mileage limit |
| ● Contract initiation date | ● Number of total payments | ● Residual amount |
| ● Payment at pick-up | ● First payment date | ● Borrower name and salutation |
| ● Cash down amount | ● Vehicle payoff date | ● Borrower contact information |
| ● Trade-in value | ● Balloon payment | ● Borrowers date of birth |
| ● Trade-in credit | ● Finance company | ● Co-borrower(s) name and salutation |
| ● Trade-in payoff amount | ● Lease term mileage limit | ● Co-borrower(s) contact information |
| ● Total finance amount | ● F&I products (VSC, GAP, wheel & tire, etc.) | ● Co-borrowers date of birth |
| ● Annual Percentage Rate (APR) | ● Total gross profit | |
| ● Contract term | | |

b. FCA-Provided Data. The FCA-Provided Data includes marketing insights, offers made to customers, and incentives data derived from the GLBA data.

2. Method of Data Sharing. The data shared pursuant to this SOW shall be shared or otherwise made available by and between the Parties via one or more systems integrations between FCA US and Dealer Data Management Systems, Customer Relationship Management Systems, Dealer Desking Solution, Websites, and other Dealer Systems, as well as via API, secure FTP, Business Partner-provided integrations, and other methods as agreed upon by the Parties.

3. Purpose for Data Sharing. The GLBA Data may be used by FCA US in order to perform services for on behalf of Dealer, including:

- Identifying and sending sales and marketing offers/materials and conducting other marketing and analytics services (including private offers) in support of Dealer’s marketing and sales activities
- Enabling desking single sales execution
- Facilitating and supporting dealer completion of sales process

Without limiting the foregoing, Dealer agrees that FCA US may compile De-identified Data from the GLBA Data. For the purposes of this SOW, “**De-identified Data**” means data that is not “nonpublic information” as defined by the GLBA and has been de-identified and aggregated such that it no longer identifies or could reasonably be linked to a particular individual or household. The Parties agree that De-identified Data shall be Dealer-Provided Derivative Content (and shall not be GLBA Data) under the Agreement and can be used by FCA US for the purposes set forth in Section 3.3 of the Agreement. The Parties further agree that De-identified Data is not subject to the GLBA.

4. Approved Third Parties. FCA US shall not disclose the GLBA Data other than in compliance with the GLBA; for the avoidance of doubt, FCA US may disclose the GLBA Data to its Vendors, provided that it imposes equivalent contractual restrictions and obligations on such Vendors as apply to FCA US hereunder.

5. Term. This SOW shall begin and continue until terminated in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, FCA US and Dealer have executed this SOW as of the SOW Effective Date.

FCA US LLC

By: _____
Its: _____
Date: _____

By: _____
Its: National Dealer Placement Manager
Date: _____

EXHIBIT A-2

STATEMENT OF WORK TEMPLATE – CRM, LEADS AND DATA INTEGRATIONS

This Statement of Work (“SOW”) is made pursuant to that certain Master Data Exchange and Usage Agreement (“Agreement”) by and between FCA US LLC (“FCA US”) and the Dealer identified below (“Dealer”) as of the effective date for this SOW, which shall be the date on which the FCA US National Dealer Placement Manager (“NDPM”) executes this SOW below (“SOW Effective Date”). All capitalized terms used in this SOW and not otherwise defined herein shall have the meaning set forth in the Agreement.

(DEALER Firm Name)

(DEALER D/B/A, if applicable)

1. Data Sharing. The following data will be shared pursuant to this SOW:
- a. *Dealer-Provided Data*. The Dealer-Provided Data shared pursuant to this SOW includes:
- Lead category / source

Customer name

Customer address, mobile number, home phone number, email address and other contact information

Make / Model

Lead creation date

Comments

Test drive taken or not

Customer engagement points between dealer and the customer, including Lead follow-up activities initiated by the customer or performed by the dealer

Leads captured by the dealer through dealer marketing efforts, store visits

Parts automatic ordering (ARO)

Parts cycle count

Part inventory

Part inventory level

Material return

Sales / sales reporting

Incentives

Claims / service applications

- Dealer financial statements
- Service and repair order information and details (RO#, open, closure, status, date, itemized repairs and charges, etc.)
- Customer pay (service, parts, accessories)
- Conquest service appointments / new lead - push to CDP
- DMS calendar integration (two-way service vehicle pick-up / delivery scheduling and communication)
- Vehicle telematics probe and sensor data
- Warranty claims and details
- Deal and sales information (not including any GLBA Data), including:
 - Vehicle delivery date, sales completion date, sales reversal date
 - Deal number, status and status date
 - Vehicle sales information, including Inventory VIN, Accessories, after-market additions, dealer cost for vehicle, list price and sales price
 - Sales credits, incentives and rebates, and other information necessary to administer or process FCA-provided credits, rebates and incentives to buyer and Dealer
 - Trade-in year, make, model and trim

b. *FCA-Provided Data.* The FCA-Provided Data shared pursuant to this SOW includes:

- Enriched customer profile attributes, including outputs from AI/ML models, opt-out information
- Personalized and/or real-time incentives, offers and other marketing data
- Leads generated through FCA US marketing activities and the Dealer Digital Program
- Lead communication activities performed by FCA US or initiated by the customer
- Customer engagement points between FCA US and the customer, including lead submission and follow-up communications, owner marketing communications and personalized offers extended by FCA US.
- CRM calendar integration (two-way pre-sale and sales vehicle delivery scheduling and communication)

2. Method of Data Sharing. The data shared pursuant to this SOW shall be shared or otherwise made available by and between the Parties via one or more systems integrations between FCA US and Dealer Data Management Systems, Customer Relationship Management Systems, Websites, and other Dealer Systems, as well as via API, secure FTP, Business Partner-provided integrations, and other methods as agreed upon by the Parties.

3. Permitted Purposes. The data shared pursuant to this SOW may be used for the Permitted Purposes set forth in the Agreement.

4. Approved Third Parties. The data shared by the Parties pursuant to this SOW may be disclosed to third parties as set forth in the Agreement and to FCA US Vendors, such as Autodata Solutions.
5. Term. This SOW shall begin and continue until terminated in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, FCA US and Dealer have executed this SOW as of the SOW Effective Date.

FCA US LLC

By: _____

Its: _____

Date: _____

By: _____

Its: National Dealer Placement Manager

Date: _____