



## **Foureyes Connect™ Platform Access Terms**

Foureyes, LLC, a Delaware limited liability company and/or its subsidiaries or affiliates ("Foureyes"), has agreed to provide certain services ("Services") to you, the Company ("Company"), as described in and pursuant to the terms of these Foureyes Connect Platform Access Terms ("Agreement"). Foureyes is providing Company the Foureyes Connect™ Services ("Foureyes Connect") as described herein. In exchange for the mutual promises in this Agreement and agreements between Company and the Dealer(s), the receipt and sufficient of which the parties each mutually acknowledge are sufficient the parties hereto hereby agree as follows:

Foureyes Connect Services. To power the Foureyes Connect platform, certain data is collected by Foureyes' proprietary platform, products, tracking systems, or other Dealer-directed data sources (the "Platform Data"). At the request of a mutual customer of both Foureyes and Company in the automotive industry (each, a "Dealer"), Company may access and/or provide data related to each individual Dealer via these Foureyes Connect services. By enrolling in Foureyes Connect, Company shall gain access to, and/or provide, data to supplement the Platform Data on behalf of each individual requesting Dealer.

Foureyes will provide Company with onboarding and technical details by which Company will access and interact with the Foureyes Connect platform. Such integration details may be updated by Foureyes at its sole discretion at any time. Foureyes will provide Company with notice of such changes. Company must comply with any written instructions or requirements Foureyes provides to Company with respect to the onboarding and integration requirements and any failure to promptly comply with the instructions or requirements will be considered a breach of this Agreement.

Data Access, Use, and Notification of Unauthorized Use. Company shall be permitted to use the Foureyes Connect services and Platform Data exclusively in connection with Company's provision of services to the individual Dealer in which the Platform Data relates. Company shall not be permitted to access or use Foureyes Connect, including its APIs or Platform Data, in connection with its own internal business use. Company is prohibited from providing access to or transferring and/or re-selling the Platform Data to another party.

Company acknowledges and agrees that Company shall be solely responsible for all Company settings, access to, and use of Foureyes Connect directly or indirectly by or through the Company's systems or its or its authorized users' access credentials, with or without Company's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Foureyes makes no representations or warranties with respect to the information provided to Company and/or Dealer. Company shall not, and shall not permit any other person to, access or use Foureyes Connect except as expressly permitted by this Agreement and, in the case of third party materials, the applicable third party license agreement. Company will use its commercially reasonable best efforts to prevent any unauthorized use of the Services, the Data, or Foureyes Connect and will immediately notify Foureyes in writing of any unauthorized use that comes to Company's attention. If there is unauthorized use by anyone who obtained access to the Services or Foureyes Connect through Company, Company will take all steps reasonably necessary to terminate the unauthorized use. Company will reasonably cooperate and assist with any actions that Foureyes takes to prevent or terminate the unauthorized use of the Services or Foureyes Connect. If Company becomes aware of any actual or threatened activity prohibited by this paragraph, Company shall, and shall cause its authorized users to, immediately: (i) take all reasonable and lawful measures within their respective control that



are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Foureyes Connect and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (ii) notify Foureyes of any such actual or threatened act.

Company acknowledges and agrees that Company is solely responsible for, and that Foureyes shall have no liability to Company or to any third party (including any Dealer) in connection with, the accuracy, sufficiency, quality, and/or legality of the Platform Data. Foureyes does not and will not assess or verify the accuracy, sufficiency, quality, or legality of the Platform Data nor the data provided by Company. Foureyes does not make any representations or warranties to Company or Dealer regarding the permitted use of the Platform Data.

Data Disclosure. Foureyes will not share or disclose any Platform Data with or to any third parties without the Dealer's consent except: (i) as described in this Agreement; or (ii) unless required by applicable laws, rules, or regulations.

Data Privacy. As between Company and Foureyes, Company will be solely responsible for, and Foureyes will have no liability in connection with, Company's compliance with applicable local, state, provincial and federal laws and regulations relating to the creation, collection, use, maintenance, and/or processing of personal data or Platform Data, including without limitation, the California Consumer Privacy Act and any implementing regulations therein (together, the "CCPA") and/or other applicable US state privacy laws, the Fair Credit Reporting Act ("FCRA"), the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("CAN-SPAM"), all laws related to online privacy policies, and the Telephone Consumer Protection Act ("TCPA") and, in Canada, the applicable privacy legislation, such as the Personal Information Protection and Electronic Documents Act ("PIPEDA") and the Canadian anti-spam legislation ("CASL").

Foureyes understands the value of data and data privacy. Foureyes maintains standards of security, confidentiality, and compliance to protect Company data no less stringent than the standards Foureyes uses for its own data. Foureyes will retain any data collected through or provided to Foureyes Connect constituting Dealer's customer information throughout the term of Foureyes' agreement with the Dealer, including any extensions or renewals thereof, based on the Dealer's direction herein that the Dealer has a legitimate business purpose for retention of such data. Foureyes will permanently dispose of any such data collected pursuant to the terms of this Agreement following the termination of the agreement between Foureyes and the Dealer unless otherwise required to retain it to fulfill another contractual obligation owed to Dealer or as may be required by law or court order.

Intellectual Property. The parties acquire no rights to any intellectual property of the other party owned, created, or licensed by the other party (or the Dealer) by virtue of this Agreement, disclosure, and/or use by the other party. Foureyes retains all rights of ownership in the Services and all related data and products. By and between Foureyes and Company, Foureyes retains all rights, title, and interest in the Platform Data. Company will not reverse engineer or decompile the Foureyes Connect platform, Platform Data, or any other Foureyes software or elements of the Foureyes software. Company will not otherwise attempt to determine how Foureyes Connect, nor any other Foureyes software, works or how the Platform Data nor any data related to Foureyes Connect is structured or organized within the Foureyes database.



Foureyes shall not reverse engineer, decompile, or otherwise attempt to derive the source code or underlying structure of the Company's software to which it may gain access under this Agreement.

Indemnity. Company will defend, indemnify, and hold harmless Foureyes, its predecessor entities, parent entities, successor entities, vendors, affiliates and suppliers and for each its members, shareholders, officers, directors, employees, and agents ("Indemnified Parties") from and against any and all third party claims (including, without limitation, any claims by the Dealer(s)), demands, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to (i) any allegation that Company, including without limitation Company's employees and third-party contractors, and/or one or more of the Indemnified Parties has violated any law or regulation; (ii) Indemnified Parties contacting Dealer's customers or prospective customers; (iii) errors in Dealer's systems and software data regardless of source; (iv) Company's relationship, data, and/or services provided to any Dealer including but not limited to the Foureyes Connect Services; and/or (v) Company's or its agents breach of any term of this Agreement. However, no indemnification is owed for Indemnified Parties' conduct if after a final adjudication it is determined that the harm was caused solely by Indemnified Parties' fraud or intentional misconduct.

DISCLAIMERS AND LIMITATION OF LIABILITY. FOUREYES EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE OR USAGE OF TRADE RELATED TO FOUREYES, THE SERVICES AND/OR THIS AGREEMENT. COMPANY UNDERSTANDS THE USE OF THE PRODUCTS AND PLATFORM DATA IS AT COMPANY'S OWN RISK AND IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE PARTIES BE LIABLE TO EACH OTHER FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, INFORMATION, OR CONTENT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS ARISING OUT OF THE SERVICES AND/OR THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND UNDER ANY THEORY LEGAL OR EQUITABLE THEORY. FOUREYES'S AGGREGATE LIABILITY TO COMPANY ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR COMPANY'S USE OF THE SERVICES AND/OR PLATFORM DATA UNDER ANY THEORY OF LIABILITY OR RECOVERY SHALL NOT EXCEED THE AMOUNT OF CONSIDERATION PAID OR PAYABLE BY COMPANY TO FOUREYES PURSUANT TO THE TERMS OF THIS AGREEMENT IF NO FEES ARE CHARGED BY FOUREYES TO COMPANY, UNDER NO CIRCUMSTANCES WILL FOUREYES' TOTAL LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID TO FOUREYES BY THE APPLICABLE DEALER AND COMPANY DURING THE PRIOR 30-DAY PERIOD.

No Representations to Third Parties. Company understands and agrees that Foureyes does not endorse or warrant or accept any legal consequences or liabilities for Company's services nor Company's data provided to Dealers through the Foureyes Connect platform, Company shall not make any representations to any third parties, including Dealers, to the contrary.

Rights and Consents. Company represents and warrants to Foureyes that it has all necessary rights and authority, and during the term of this Agreement will maintain all necessary rights and authority, to bind the Company to the terms and conditions of this Agreement.



Miscellaneous Terms. The term for the Services will continue until one Party provides a written termination notice to the other. Any termination of Services will be effective immediately. Company represents and warrants that it is a merchant and that it is acquiring the Services for business/commercial purposes (and not for personal use). This Agreement may be terminated by Foureyes at any time. A termination will not relieve a party of the obligations that occurred prior to the termination. The person approving of the Agreement on behalf of Company represents and warrants to Foureyes they have authority to enter into this Agreement on behalf of the Company. Foureyes is an independent contractor. Foureyes may use Company's name, logo, and marks on Foureyes's website and other marketing materials in relation to the promotion and performance of Foureyes products and services and to identify Company as a Foureyes client. The Parties each expressly acknowledge and agree that all contracts are entered into in the English language only. Nothing contained herein will be construed as creating an employment relationship between Foureyes and Company. This Agreement is non-exclusive and does not limit Foureyes' right to otherwise license, develop, market or distribute Foureyes products. This Agreement and the terms of use of all services and products are governed by the laws of the State of Delaware, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any disputes will be litigated in Kent County, Delaware. This Agreement contains the complete agreement between Company and Foureyes regarding the Services and supersedes all other understandings whether written or oral regarding its subject matter. If a provision of this Agreement is illegal or invalid in any respect, the balance of the provisions will remain intact, unaffected, and valid in every other respect. Foureyes reviews and updates this Agreement at least annually and may amend it from time to time. Except as otherwise required by applicable law, Foureyes's only notification will consist of posting a new agreement. Company agrees to any amendments to the Agreement by continuing the use of the Services. Foureyes may assign this Agreement at any time. This Agreement is binding on Foureyes and Company and their heirs, successors, and assigns. This Agreement does not create any third-party beneficiary rights in any person or entity. All notices under this Agreement must be given in writing and delivered to the designated address supplied to the other Party. Such notice is effective as indicated in supporting documentation evidencing personal delivery, transmission via e-mail, certified mail, or overnight delivery service. This Agreement was last updated on August 8, 2025.