



Foureyes® Dealer End User License Agreement

Foureyes Modules

Dealer is a party to that certain End User License Agreement (“EULA”) between Dealer and Sanctus, LLC doing business as Shift Digital (“Shift Digital”). Foureyes, LLC, a Delaware limited liability company is a “Service Provider” as that term is defined in the EULA. The terms in this Foureyes Dealer End User License Agreement (the “Addendum”) supplement the terms of the EULA, and any other end user license agreements or other agreements between you and Foureyes, only as it relates to Foureyes’ provision of the Foureyes’ Services specified herein; the EULA (and any other end user license agreements or other agreements between you and Foureyes) otherwise remains in full force and effect. Foureyes is referred to as “Foureyes” or “Service Provider” in this EULA.

IN ORDER TO USE THE FOUREYES’ SERVICES GOVERNED BY THIS ADDENDUM, DEALER AGREES TO THE TERMS AND CONDITIONS OF THIS ADDENDUM. BY ENROLLING IN THE FOUREYES’ SERVICES GOVERNED BY THIS ADDENDUM WITH SHIFT DIGITAL AND/OR BY USING THOSE SERVICES, DEALER UNDERSTANDS AND AGREES THAT IT ACCEPTS THE TERMS OF THIS ADDENDUM.

The Services governed by this Addendum are the services provided by the individual Foureyes sales intelligence modules, which help dealers optimize the sales process – from online advertisement to website visit to sales team activity (see [Foureyes® Product Description](#)). In order for Foureyes® to provide these Services, Dealer agrees as follow:

CRM Access. Dealer agrees to provide Service Provider a CRM login and authorize Service Provider as an agent for the limited purpose of running/exporting CRM reports and to assist with lead management and sales process optimization. Service Provider will not share Dealer’s CRM data with any third parties without Dealer’s consent except as described in this Addendum unless required by applicable laws, rules, or regulations. Service Provider shall have no liability to Dealer or to any other third party in connection with Service Provider’s services to Dealer and CRM use hereunder so long as such use is in accordance with the terms of this Addendum.

Should the Services provided to Dealer involve the use of an interface integration with Dealer’s instance of a CRM provided by the Reynolds and Reynolds Company (“Reynolds”), Dealer agrees that (a) Dealer shall only use the Services in connection with Dealer’s own CRM instance that is covered under the applicable Services Agreement; (b) Dealer shall not copy, disassemble, decompile, and/or reverse engineer any aspects of the Services, including without limitation any technology, methods, documentation or processes of the Reynolds interface embodied therein (the “Reynolds Interface”); (c) Reynolds reserves all rights, title and interest in and to the Reynolds Interface; and (d) Dealer will not (i) transfer to or allow third parties to access to the Reynolds Interface embodied in the Services; (ii) lend, lease, sublicense or pledge the right to access or use the Services, including the Reynold’s Interface; nor (iii) provide outsourcing services involving the Services and/or the Reynolds Interface.

Sales Process Optimization. Foureyes requires dealer sales team participation to be most effective. Dealer approves Service Provider providing regional Shift Digital and Stellantis representatives with access to Dealer’s Foureyes account for the limited purpose of assisting the Dealer’s sales and marketing teams with Foureyes use. In addition, Foureyes analyzes data in aggregate to provide Dealer with relevant industry benchmarks and trends. Accordingly, Dealer grants Foureyes a license and right to use data processed by Foureyes in providing Foureyes’ Services in an aggregate and anonymous manner to provide benchmarks and trends to third parties.

Call Tracking: Services may enable Dealer to make use of and/or access certain toll-free and local tracking numbers (“Numbers”), as well as associated call analytics services and associated software (collectively, “Call Tracking Services”). As between Foureyes and Dealer, Dealer acknowledges and agrees that Dealer is solely responsible for: (i) its use of any consumer data collected or maintained by Dealer with respect to the Call Tracking Services and for implementing appropriate policies and

procedures with respect to the privacy and security of such consumer data; (ii) (a) advising all callers to the Numbers (in addition to all receivers of outbound calls using the Call Tracking Services) that calls may be recorded, transcribed, monitored, analyzed and/or archived; and (b) ensuring that the content of any recorded call notification(s) and the implementation thereof is compliant with all applicable local, state, and federal laws and regulations; (iii) providing any notices to callers and for obtaining any consents and/or permissions from call receivers as required by applicable local, state, and federal laws and regulations; (iv) using and/or accessing the Call Tracking Services in strict compliance with all applicable local, state, and federal laws and regulations; and (v) the content of any calls, SMS or text messages, or other communications sent using the Call Tracking Services. All use of the Call Tracking Services is at Dealer's sole risk.

Text Messaging Features: Certain Services involve the transmission and/or management of SMS, MMS, messaging channels by and/or on behalf of Dealer. Where text messaging features are applicable to the Services, Dealer agrees to the following:

Consent: Dealer is responsible for ensuring that all such messages are sent with the consent of the message recipient, and otherwise comply with applicable laws, communications industry guidelines or standards, and not be deceptive or inappropriate. Dealer agrees that Dealer is solely responsible to ensure that any contacts in Dealer's CRM who are not designated as "opt-out", have given consent to receive marketing text messages, and have provided valid and verifiable consent under all a laws and regulations applicable to Dealer, its messages and that individual. Dealer further agrees that such consent is not valid if it was bought, sold, or exchanged and Dealer cannot obtain the consent of message recipients by purchasing a phone list from another party. Among other requirements, a request for consent makes clear to the individual they are agreeing to receive messages of the type of messaging that Dealer is going to send. The consent applies only to Dealer, and to the specific use or campaign that the recipient has consented to, and Dealer has verifiable proof of opt-in consent. Dealer is responsible for contacting the Foureyes Support Team at support@foureyes.io should there be certain CRM sources or statuses Dealer wishes to exclude from text message contact.

Opt Out: Dealer agrees to provide Foureyes with of notice of any subsequent opt-out or other similar requests or any other indication that an opt-in status is not valid, as well as any complaints about receipt of text messages that Dealer receives for an individual (outside of communications that Foureyes manages), with such notice to be provided to Foureyes within one business day.

Text Messaging Practices: Dealer agrees that it will not, and Foureyes is not obligated to, violate texting practices, which include, but are not limited to, the following:

- Send any message outside the hours of 8 AM to 9 PM of Dealer's local time.
- Every text message must clearly identify Dealer as the sender, except in follow-up messages of an ongoing conversation.
- If Dealer does not send an initial message to that individual within a reasonable period after receiving consent (or as set forth by local regulations or best practices), then Dealer will need to reconfirm consent in the first message sent to that recipient.
- Initial message sent to an individual by Dealer must include the following language: "Reply STOP to unsubscribe," or the equivalent using another standard opt-out keyword, such as STOPALL, UNSUBSCRIBE, CANCEL, END, and QUIT.
- Individuals have the ability to revoke consent at any time by replying with a standard opt-out keyword. When an individual opts out, Dealer agrees that it may only deliver one final message to confirm that the opt-out has been processed, but any subsequent messages are not allowed. An individual must once again provide legally sufficient consent before Dealer can send any additional messages.

AI-Assisted Features: Certain features of the Service may involve the generation of content by an AI system. Dealer understands and agrees that such content may contain errors, inconsistencies, or outdated information. It is provided as-is without any warranties or guarantees of accuracy. Dealer understands that it is utilizing this content at its own risk and agrees that Foureyes will have no liability for damages or losses resulting from the use or reliance on this content. Dealer further agrees pages displaying AI-generated content will bear a notice as reasonably specified by Foureyes stating that that such content was generated in part with the use of an artificial intelligence assisted software model.

Data Privacy. As between Dealer and Foureyes, Dealer will be solely responsible for, and Foureyes will have no liability in connection with, Dealer's compliance with applicable local, state, and federal laws and regulations relating to the creation, collection, use, maintenance, and/or processing of personal data, including without limitation, the California Consumer Privacy Act and any implementing regulations therein (together, the "CCPA"), 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").

Data Retention: Service Provider will retain the customer information throughout the term of the Agreement, including any extensions or renewals, based on Dealer's direction that they have a legitimate business purpose for retention of such data.

Service Provider will permanently dispose of customer information collected pursuant to the terms of this Agreement following the termination of this Agreement unless otherwise required to retain it to fulfill another contractual obligation or as may be required by law or court order.

Privacy Policy Addendum. Dealer consents to Service Provider supplementing the privacy policy posted on its website with the attached Privacy Policy Addendum, or where Dealer does not post a privacy policy on its website, to Foureyes otherwise posting the Privacy Policy Addendum on Dealer's website independently. However, Dealer will be solely responsible to understand and comply with all applicable local, state, and federal laws related to Dealer's privacy policies, including, without limitation the Privacy Policy Addendum. Dealer further consents to allow Service Provider to update the [Privacy Policy Addendum](#) in the future, as deemed appropriate by Foureyes in its sole and absolute discretion.

Use of Marks: Foureyes may use Dealer's name, logo, and marks on Foureyes' website and other marketing materials in relation to the promotion and performance of Foureyes products and services and to identify Dealer as a Foureyes customer.

All terms and conditions of the EULA apply to this Addendum, including, without limitation, the disclaimers of representations and warranties, the limitations of liability, and Dealer's indemnity obligations, all of which are hereby incorporated by this reference.