

Foureyes Connect™ Terms

Foureyes, LLC, a Delaware limited liability company and/or its subsidiaries or affiliates ("Service Provider"), has agreed to provide certain services to you ("Services"), the Client ("Client"), as described in and pursuant to the terms of these Foureyes Connect Terms ("Agreement") and the Services Agreement.

CRM Rights and Data Rights. Service Provider is providing the Foureyes Connect™ product ("Foureyes Connect") to Client as described herein.

Data. To power Foureyes Connect, certain raw data, such as sales and marketing data (the "Platform Data"), is collected by Service Provider's proprietary Foureyes platform ("Foureyes Platform") through an existing Foureyes product or through Foureyes proprietary tracking systems. Client acknowledges that Platform Data may include Client's historical Data and insights collected under Client's other agreements with Foureyes, but prior to this Agreement becoming effective. Using Service Provider's proprietary Foureyes technology, an interpretive logic layer is applied to the Platform Data in order to generate certain business intelligence data ("Processed Data"). Client acknowledges and agrees that Service Provider may aggregate the Platform Data and/or Processed Data with other data sources and/or de-identify the Platform Data and/or Processed Data in order to remove any personal data such that the Platform Data and/or Processed Data can no longer be used to identify Client or any individual ("Anonymized Data"). Anonymized Data may be used by Service Provider for any lawful business purpose. For purposes of clarity, the Anonymized Data will not contain any personal data of any of Client's customers. "Platform Data" and "Processed Data" is collectively referred to herein as "Data."

Client acknowledges and agrees that Client is solely responsible for, and that Service Provider shall have no liability to Client or to any third party (including any Approved Party (defined below)) in connection with, the accuracy, sufficiency, quality, and/or legality of the Data. Service Provider does not and will not assess or verify the accuracy, sufficiency, quality, or legality of the Data.

CRM Access. Client agrees to provide Service Provider a CRM login where needed and hereby authorizes Service Provider to access the Client's CRM, via the CRM login or API as applicable, as an agent of Client for the purpose of: (i) collecting Client's raw data from the CRM; and (ii) updating Client's CRM records using the Data and other data provided by Approved Parties. Service Provider shall have no liability to Client, any Approved Parties, or to any third party in connection with Service Provider's provision of the Services hereunder (including Service Provider's CRM access), so long as such use is in accordance with the terms of this Agreement. Client authorizes Service Provider to accept and/or agree on Client's behalf to any click through or other agreements that are presented to Service Provider in connection with Service Provider's access to the CRM. However, because Service Provider is accessing the CRM on Client's behalf, Service Provider is not itself bound by and does not itself agree to be subject to any such click-throughs or other agreements. Client represents and warrants to Service Provider that: (i) any personal data (as defined by applicable privacy laws) contained in Client's CRM has been collected by Client with all appropriate consents; and (ii) that Client has all necessary rights to disclose such personal data to Service Provider and, where applicable, the Approved Parties, and to authorize Service Provider and, where applicable, the Approved Parties, to process such personal data as contemplated in this Agreement, in each case, in accordance with all applicable privacy laws.

Should the Services provided to Client involve the use of an interface integration with Client's instance of a CRM provided by the Reynolds and Reynolds Company ("Reynolds"), Client

agrees that (a) Client shall only use the Services in connection with Client's own CRM instance that is covered under the applicable Services Agreement; (b) Client 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) Client 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 Reynolds Interface; nor (iii) provide outsourcing services involving the Services and/or the Reynolds Interface.

Data Use and Disclosure. Service Provider will not share or disclose any Data with or to any third parties without the Client's consent except: (i) as described in this Agreement; (ii) unless required by applicable laws, rules, or regulations; or (iii) as permitted in the Foureyes Privacy Terms (discussed below).

Client expressly authorizes Service Provider to provide and/or make available the Data to applicable third parties (the "Approved Party(ies)") as directed by Client and with Client's consent, such consent to be managed by Client in Client's Foureyes Connect interface where Client's data sharing preferences may be updated by Client at any time. The Foureyes Connect interface will be the sole means by which Client may manage its data sharing preferences, and Client shall at all times ensure (and shall be solely responsible for ensuring) that its data sharing preferences are current and up-to-date. Client acknowledges and agrees that Client shall be solely responsible for, and that Service Provider will have no liability to Client in connection with, Client's management of its data sharing preferences. So long as an Approved Party is authorized to receive the Data pursuant to Client's data sharing preferences in Client's Foureyes Connect interface, Client will be presumed to have directed and consented to Service Provider's providing and/or making available the Data to such Approved Party and Client shall be authorized to provide and/or make available the Data to such Approved Party, regardless of whether Client's relationship with such Approved Party has expired or been terminated by Client.

Where Service Provider is sharing or disclosing Data to Client's Approved Parties, any such sharing or disclosure is intended for the Approved Party's internal business use in connection with the rights granted by Client to such Approved Party in Client's agreement(s) with such Approved Party. However, because the Foureyes Connect is a tool which enables the provision of the Data to Client's Approved Parties as directed and approved by Client, Service Provider will not be responsible for the Approved Party's use of the Data and/or the Approved Party's data security and/or privacy practices in connection with the Data.

Client is solely responsible for: (i) ensuring that its Approved Parties implement and maintain appropriate administrative, physical and technical safeguards to ensure the confidentiality, integrity and security of the Data; (ii) ensuring that its Approved Parties use the Data as authorized by Client in Client's agreements with such Approved Party; and (iii) ensuring that its Approved Parties comply with applicable data privacy laws and/or other laws, rules or regulations applicable to the use of the Data. Client acknowledges and agrees that any dispute between Client and an Approved Party (including as to the Approved Party's use of the Data) is solely between Client and the Approved Party, and does not involve or implicate Service Provider. Client agrees to indemnify, defend, and hold harmless Service Provider for, from and against any and all damages, losses, liabilities, claims, fines, penalties and expenses (including costs of investigation and defense and reasonable attorneys' fees) in connection with any such disputes and/or with respect to the Approved Parties' use of the Data generally. All risk associated with an Approved Party's use of the Data is solely with Client.

Client acknowledges and agrees that Service Provider's ability to provide and/or make available the Data to an Approved Party is subject to and conditioned the Approved Party entering into appropriate agreements with Service Provider, as determined by Service Provider in its sole and absolute discretion. Nothing in this Agreement is contingent on or conditioned upon Client having or maintaining any such agreements with any particular Approved Party, and Client acknowledges and agrees that Service Provider may terminate its agreements with Approved Parties at any time without prior notice to Client. In the event Service Provider terminates its agreements with an Approved Party, Client acknowledges and agrees that the Approved Party will no longer be able to receive the Data from Service Provider via Foureyes Connect. In such event, Service Provider will not be deemed to have breached or violated this Agreement.

Service Provider will retain any Data constituting Client's customer information throughout the term of this Agreement, including any extensions or renewals thereof, based on Client's direction herein that Client has a legitimate business purpose for retention of such Data. Service Provider will permanently dispose of any such Data collected pursuant to the terms of this Agreement following the termination of the Services Agreement unless otherwise required to retain it to fulfill another contractual obligation owed to Client or as may be required by law or court order.

Service Provider Rights. Service Provider hereby retains, and is expressly granted, a non-exclusive, worldwide, perpetual (except as otherwise set forth in this Agreement), irrevocable (except as otherwise set forth in this Agreement), royalty-free, fully paid-up, freely transferable, and freely sublicensable license to: (i) provide the Services to Client; (ii) retain the Platform Data and the Processed Data to power the Foureyes Platform and other Foureyes products and services only for Foureyes' own business purposes; (iii) provide and/or make available the Data with Approved Parties as authorized in this Agreement; and (iv) create the Anonymized Data and freely use and exploit the Anonymized Data for any lawful business purposes.

Rights and Consents. Client represents and warrants to Service Provider 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 Client to the terms and conditions of this Agreement.

Privacy Policies. Client consents to Service Provider to any or all of the following: (i) supplementing the Client's privacy policy posted on its website with the [Supplemental Privacy Notice](#) (ii) posting a link to the Foureyes Supplemental Privacy Notice on the Client's website; or (iii) posting the Foureyes Supplemental Privacy Notice on the Client's website independently (collectively, the "Foureyes Privacy Terms"). Client further consents to allow Service Provider to update the Foureyes Privacy Terms in the future, as deemed appropriate by Foureyes in its sole and absolute discretion.

Client is at all times responsible for maintaining and updating its privacy policies related to its websites and for Client's compliance with all applicable privacy laws. Any privacy policies provided by Service Provider to Client are for convenience only and Client assumes all risks, including all risks related to: (i) Client's compliance with applicable privacy laws and anti-spam legislation; (ii) Client's website; (iii) Client's disclosure of personal data to Service Provider in connection with this Agreement (including as to whether such disclosure is in conformance with Client's privacy policies); and (iv) Client's use of the Services, the Data, the Foureyes Platform, Foureyes Connect, and any data processed by Service Provider in connection therewith. As a matter of convenience to Client, Service Provider may, but shall have no obligation to, update Client's privacy policies displayed on Client's website(s) at any

time in so far as they relate to the Services, and Client consents to Service Provider updating and/or supplementing such privacy policies. Client will be solely responsible for understanding and complying with all applicable local, state, provincial, territorial, and federal laws related to the Client's privacy policies and the use of the Services, the Foureyes Platform, and Foureyes Connect.

Data Privacy. Client will be solely responsible for, and Service Provider will have no liability to Client or to any third party in connection with, Client's compliance with applicable local, state, provincial, territorial, 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, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Virginia Consumer Data Protection Act, the Fair Credit Reporting Act, the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003, all laws related to online privacy policies, and the Telephone Consumer Protection Act.

Foureyes understands the value of Client data and data privacy. Foureyes maintains standards of security, confidentiality, and compliance to protect Client data no less stringent than the standards Foureyes uses for its own data.

Intellectual Property. The parties acquire no rights to any intellectual property of the other party owned, created, or licensed by the other party by virtue of this Agreement, including any disclosure and/or use thereof by the other party pursuant to this Agreement. Service Provider is and shall at all times remain the sole and exclusive owner of all right, title and interest in and to its Foureyes Platform, Foureyes Connect, and all related products and technology, and may terminate Client's and/or an Approved Party's use of the Foureyes Platform and/or Foureyes Connect at any time.

Indemnity. Client will defend, indemnify, and hold harmless Service Provider, its predecessor entities, parent entities, successor entities, partners, affiliates and suppliers and for each its members, partners, shareholders, officers, directors, employees, and agents ("Indemnified Parties") from and against any and all third party claims, demands, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to (i) any allegation that Client, including without limitation Client'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 Client's customers or prospective customers, (iii) errors in Client's CRM software data regardless of source and/or (iv) Client's breach 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.

Disclaimer; Limitation of Liability. SERVICE PROVIDER DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR 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 REPRESENTATIONS OR WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF FOUREYES CONNECT AND THE DATA IS AT CLIENT'S AND EACH APPROVED PARTY'S OWN RISK AND IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY 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, OR LOSS OF BUSINESS INFORMATION ARISING OUT OF THIS AGREEMENT, THE SERVICES, ACCESS TO THE CLIENT'S CRM (IF APPLICABLE), AND/OR THE DATA, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY LEGAL OR EQUITABLE THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. SERVICE PROVIDER'S AGGREGATE LIABILITY TO CLIENT UNDER THIS AGREEMENT, NO MATTER THE THEORY OF LIABILITY OR RECOVERY FOR WHICH CLIENT IS ALLEGED TO BE LIABLE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO SERVICE PROVIDER BY CLIENT OR ON THE CLIENT'S BEHALF (IF THE FEE IS PAID BY THE APPROVED PARTY) FOR THE CLIENT'S USE OF THE SERVICES DURING THE 30-DAY PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION FOR WHICH SERVICE PROVIDER IS ALLEGED TO BE LIABLE. SERVICE PROVIDER DOES NOT WARRANT OR GUARANTEE THE DATA'S COMPLETENESS, LEGALITY, CORRECTNESS, ACCURACY, OR TIMELINESS. ANY

FEATURES OR FUNCTIONS OF FOUREYES CONNECT THAT PREDICT OR SUGGEST FUTURE OUTCOMES OR RESULTS IS INFORMATIONAL ONLY, AND CLIENT ACKNOWLEDGES AND AGREES THAT SERVICE PROVIDER CANNOT AND DOES NOT GUARANTEE ANY PARTICULAR OUTCOMES OR RESULTS.

Access, Use, and Notification of Unauthorized Use. Client acknowledges and agrees that Client shall be solely responsible for all access to and use of Foureyes Connect directly or indirectly by or through the Client's systems or its or its authorized users' access credentials, with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Client 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. Client will use its commercially reasonable best efforts to prevent any unauthorized use of the Services, the Data, or Foureyes Connect and will immediately notify Service Provider in writing of any unauthorized use that comes to Client's attention. If there is unauthorized use by anyone who obtained access to the Services or Foureyes Connect through Client, Client will take all steps reasonably necessary to terminate the unauthorized use. Client will reasonably cooperate and assist with any actions that Service Provider takes to prevent or terminate the unauthorized use of the Services or Foureyes Connect. If Client becomes aware of any actual or threatened activity prohibited by this paragraph, Client 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 Service Provider of any such actual or threatened act.

Miscellaneous Terms. Client represents and warrants that it is a merchant and that it is acquiring the Services for business/commercial purposes (and not for personal use). Service Provider is acting as an independent contractor in performing the Services under this Agreement. Service Provider may use Dealer's name, logo, and marks on Service Provider's website and other marketing materials in relation to the promotion and performance of Foureyes products and services and to identify Dealer as a Foureyes client. The parties each expressly acknowledge and agree that this Agreement is entered into in, and shall be interpreted and construed using, the English language only. This Agreement may be terminated by either party at any time by providing notice to the other party. Termination will not relieve a party of any obligations or liabilities that accrued prior to termination. The person approving this Agreement on behalf of Client represents and warrants to Service Provider that they have the authority to enter into this Agreement on behalf of Client and to bind Client to its terms. To the extent Service Provider needs to modify the terms of this Agreement to comply with the terms of a relevant OEM program, Service Provider may modify the terms of this Agreement by providing written notice of such change. This Agreement and the terms of use of all Services and associated 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 being applicable. Any disputes will be exclusively litigated in Kent County, Delaware. This Agreement and the Services Agreement contain the complete agreement between Client and Service Provider regarding Foureyes Connect and supersede 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. Service Provider reviews and

updates this Agreement at least annually and may amend it from time to time. Except as otherwise required by applicable law, Service Provider's only notification will consist of posting a new agreement. Client agrees to any amendments to this Agreement by continuing the use of the Foureyes Platform and Foureyes Connect. If Client does not terminate this Agreement within thirty days of such posting of the new agreement, Client is deemed to have irrevocably accepted the modification in consideration of Client's continued use of the Foureyes Platform and Foureyes Connect. Service Provider may assign this Agreement at any time. This Agreement is binding on Service Provider, Client and their respective heirs, successors, and assigns. This Agreement does not create any third party beneficiary rights in any person or entity. Client acknowledges that it is responsible for reporting any and all operational failures, incidents, problems, concerns and complaints, to Service Provider, and all such reports shall be sent via email to support@foureyes.io. All other notices under this Agreement must be given in writing and delivered to the designated address supplied to the other party. Such other notices are effective as indicated in supporting documentation evidencing personal delivery, transmission via e-mail, fax, certified mail, or overnight delivery service. These Foureyes Connect Terms were last updated on June 16, 2025.