

NISSAN NORTH AMERICA, INC.
Nissan Division
Lead Management Program Dealer Participation Agreement

THIS LEAD MANAGEMENT PROGRAM DEALER PARTICIPATION AGREEMENT ("**AGREEMENT**") IS BETWEEN YOU, AN AUTHORIZED NISSAN DEALER ("**DEALER**") AND NISSAN NORTH AMERICA, INC. ("**NNA**"). BY CLICKING ON THE "I ACCEPT" BOX, DEALER ACKNOWLEDGES THAT IT HAS AGREED TO ALL OF THE TERMS OF THIS AGREEMENT AND THAT DEALER HAS AGREED TO BECOME A PARTY TO, AND LEGALLY BOUND BY, THIS AGREEMENT. IF DEALER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK ON THE "I ACCEPT" BOX. DEALER WILL NOT BE ABLE TO PARTICIPATE IN THE LEAD MANAGEMENT PROGRAM IF DEALER DOES NOT CLICK ON THE "I ACCEPT" BOX. THE LEAD MANAGEMENT PROGRAM IS OPTIONAL. DEALER IS UNDER NO OBLIGATION WHATSOEVER TO PARTICIPATE IN THE LEAD MANAGEMENT PROGRAM.

This Agreement was last updated on **July 21, 2025**.

NNA and Dealer agree as follows:

1. Lead Management Program.

a. General. The Lead Management Program promotes the efficient collection and use of customer sales leads and Dealer engagement in the interactive/eBusiness marketing space (the "Program"). The Program assists Dealers by: (1) collecting information provided by potential customers of Dealer for the purchase of vehicles from different sources, including Nissan OEM websites, Dealer's website, third party lead providers and other online and off-line sources (collectively, "Leads"); (2) purchasing third party Leads; (3) distributing Leads to Dealers; (4) providing training to Dealers to assist them in the sales process relating to the Leads; (5) analyzing and reporting Dealer performance information; and (6) engaging in paid search and search engine optimization activities. Registration for the Program is completed by Dealer through the login and password protected Internet portal provided by NNA located at www.nnanet.com (as updated from time to time) (the "Dealer Portal").

b. Designation of Program Managers. Dealer shall designate and maintain one or more sales professionals dedicated to participating in the Program and responsible for Leads ("Program Managers").

c. Lead Management Program Tool. The Program is designed to be used in conjunction with third party software tools that can accept Lead information provided by NNA and provide Lead traffic disposition reporting as required by NNA (each a "Tool"). Dealer shall indicate which Tool it desires to use during the registration process for the Program. Dealer will be required to use a Tool certified by NNA ("Certified Tool"). Dealer must use a Certified Tool to participate in the Program. A current list of the providers of Certified Tools is available on the Dealer Portal and is subject to change at the sole discretion of NNA. Dealer may elect to use a different provider for the Certified Tool by making a selection through the Dealer Portal and such selection shall be effective the following day and reflected in the next monthly Reporting Period (defined below). Dealer is solely responsible for entering into any and all agreements with a provider of a Certified Tool and such agreements shall be solely between the respective Certified Tool provider and Dealer (and not NNA). Dealer hereby consents to NNA disclosing Dealer's enrollment in the Program to the Certified Tool provider selected by Dealer and Dealer acknowledges and agrees that

the Certified Tool provider will provide information to NNA (or NNA's designee) for all Leads in the Certified Tool used by Dealer, among other things, Lead disposition data. As used herein, "Lead disposition data" means a dealer taking action on a Lead (e.g., responding to a customer, scheduling a test drive, or making an appointment), which action is recorded as a disposition.

d. Third Party Lead Volume and Delivery. Dealer will receive all Leads within their designated Primary Market Area ("PMA") and may also purchase leads outside of their PMA. The Dealer may adjust the number of non-PMA Leads they wish to receive, subject to a minimum of five (5) Leads per month, with adjustments available in increments of five (5) Leads. Additionally, the Dealer may modify the geographic radius for non-PMA Lead distribution, with a minimum five (5) mile radius and a maximum one hundred (100) mile radius, in increments of five (5) miles. All adjustments must be made through the Dealer Portal. The number or type of sources for Leads available through the Program may change without notice to Dealer. There is no guarantee that the number of Leads requested will be delivered; however, Dealer will only be charged for the number of Leads it receives as set forth in Section 2 below. Third party Leads will be provided based on a formula equally applied to all Dealers participating in the Program. While such formula is subject to change, Leads shall be delivered in the following order: first, to the consumer selected Dealers assuming said Dealer has remaining Lead volume; second, to the primary market area, to the extent possible, of the applicable Dealer, assuming Dealer has remaining Lead volume; and third, to the next closest applicable Dealer(s), who has remaining Lead volume. Leads will be delivered via https post. Dealers may be provided an opportunity to purchase more Lead volume during a Reporting Period.

e. Reports. Reporting will be available via the Dealer Portal.

f. Training. Training for Dealers is offered through a combination of online courses, instructor-led workshops, and in-dealership consultation, as described in the Dealer Portal as updated from time to time.

h. Dealer Websites and Leads from Dealer Websites. As a condition of participating in the Dealer Website Program, Dealer shall transmit all Dealer Leads from the Dealer Website to NNA for use in connection with the Program. Dealer further grants a license to NNA to use the Leads in every manner now or hereinafter contemplated under this Agreement. If Dealer elects to use a Certified Dealer Website provider (as identified on the Dealer Portal), Dealer acknowledges and agrees that such provider may be required to provide NNA with Dealer Website information and metrics to maintain its status as an NNA Certified Dealer Website Provider. Dealer grants a license to NNA and the NNA Certified Dealer Website Provider to use the data provided for the purposes of analyzing shopping behavior, providing reporting, and in the case of NNA only, administering marketing programs. Without limiting the foregoing, Dealer shall ensure that its privacy policy or any relevant cookie or tracking technology policy (if applicable) displayed on its Dealer Website enables the provision of such Dealer Website information and metrics to NNA and the use thereof by NNA and the NNA Certified Dealer Website Provider.

f. Authorized Use. Dealer is authorized to use each Lead purchased for marketing the Nissan vehicle(s) and related services offered by Dealer. Leads may not be resold to any third party. DEALER AGREES NOT TO SHARE WITH OTHERS, LICENSE, RESELL, DISTRIBUTE OR OTHERWISE DISCLOSE ANY OR ALL OF THE LEADS OR THE INFORMATION CONTAINED IN THEM, ALONE OR AS PART OF A LIST OR ANY OTHER DATA OR LEAD AGGREGATION, TO ANY THIRD PARTY FOR ANY PURPOSE, EXCEPT ONLY TO AN ENTITY ENGAGED BY DEALER AS A CONTRACTOR FOR THE SOLE PURPOSE OF ASSISTING DEALER IN CONNECTION WITH THE AUTHORIZED USE OF THE LEAD.

2. Fees. Dealer hereby agrees to pay NNA the following fees and expenses:

a. Lead Fees. The fees for Leads will be determined by calculating the actual number of third-party Leads provided to Dealer multiplied by the current flat rate. The fee will be inclusive of the Lead cost and associated services, including but not limited to Lead monitoring, delivery, management, and related support. The flat fee portion of the Lead fees shall be subject to change by NNA at its sole discretion and effective upon the next monthly Reporting Period when notified by NNA to Dealer by e-mail or updated through the Dealer Portal. Leads from Nissan OEM Websites, Dealer Websites, and off-line sources will be provided at no-charge to Dealer.

b. Expenses. In addition to the above, Dealer shall be responsible for all out-of-pocket expenses of NNA incurred in connection with this Agreement. Dealer is responsible for all of Dealer's expenses relating to participation in training including, without limitation, travel and room and board.

c. Legal Compliance. Notwithstanding any of the foregoing, to the extent any of the Lead fees and expenses are deemed impermissible as a matter of law, then Dealer shall be charged in a manner permissible in accordance with law(s).

3. Payment.

a. Payment. The payment of all fees, expenses and taxes in a monthly period shall be due the 10th day of the following month (the "Due Date") and will be automatically charged to Dealer's non-vehicle account at such time. NNA reserves the right, in its sole discretion, to require Dealer to pay for Leads in advance of NNA submitting them to Dealer, in a form acceptable to NNA. Payments not received within thirty (30) days of the Due Date shall accrue interest at the monthly rate of one- and one-half percent (1.5%) from the Due Date but shall not otherwise exceed the maximum amount allowed by law.

b. Taxes. The fees and expenses under this Agreement do not include any taxes. If any sales, use, and personal property taxes are, or should ultimately be, assessed against or are required to be collected by NNA or by any taxing authority, Dealer agrees to pay an amount equal to any and all of these taxes; provided, however, that NNA shall pay all taxes based on NNA's income.

4. No Franchise Fee. Dealer represents and warrants that it is not obligated to enter into this Agreement, that the Program is entirely optional and that the only fees paid hereunder relate to the Program. Dealer understands and acknowledges that the Lead fees and expenses associated with the Program are not, and should not, be construed as franchise fees pursuant to any relevant federal or state statute.

5. Modification or Cancellation of Program. NNA may, in its sole discretion and at any time, modify, cancel, or suspend the Program, or any part thereof, without cause. NNA's cancellation of the Program will not alter Dealer's obligation to pay all charges made to its non-vehicle billing account or other Lead fees and expenses owed; provided. In all matters relating to the interpretation and application of any rule or phase of the Program, the decision of NNA shall be final.

6. Term and Termination.

a. Term. The Initial Term of this Agreement shall commence as of the date Dealer clicks on the "I Accept" button and shall continue for a period of one (1) year thereafter (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term") on the

same terms and conditions as the immediately preceding Initial Term or Renewal Term, as applicable.

b. Termination or Cancellation. In addition to any other termination rights set forth herein, this Agreement may be terminated upon the occurrence of one or more of the following events; provided that a termination by either Party pursuant to this Section 6 or elsewhere in this Agreement does not preclude any other legal, equitable or other remedies available to the parties:

- (i) *Termination for Convenience.* Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party.
- (ii) *Non-Payment Default.* NNA may terminate this Agreement immediately and without notice in the event of a non-payment default of Dealer in which case fees and expenses paid shall be non-refundable.
- (iii) *Bankruptcy or Insolvency.* By either party immediately upon written notice to the other party in the event that proceedings in bankruptcy or insolvency are instituted by or against the other party, or a receiver is appointed, or if any substantial part of the assets of the other party is the object of attachment, sequestration or other type of comparable proceeding, and the proceeding is not vacated or terminated within sixty (60) days after its commencement or institution.
- (iv) *Material Breach.* For other breaches not provided for above, by either party in the event that the other party to this Agreement has materially breached this Agreement; provided, however, that the termination shall not be effective unless: (i) the terminating party provides the written notice ("Termination Notice") via overnight courier to the other party setting forth the facts and circumstances constituting the breach, and (ii) the party alleged to be in default does not cure such default (as reasonably determined solely by the party not in default) within thirty (30) days following receipt of the Termination Notice. In the event that the nature of the default specified in the Termination Notice cannot be reasonably cured within thirty (30) days following receipt of the Termination Notice, a party shall not be deemed to be in default if the party presents a schedule agreeable to the other party (in such other party's reasonable discretion), within the thirty (30) day period, to cure the default, commences curing the default and thereafter diligently executes the same to completion within one (1) month from commencing to cure such default. If the breach specified in the Termination Notice is timely cured or cure is commenced and diligently pursued, the Termination Notice shall be deemed rescinded and this Agreement shall continue in full force and effect.

7. Dealer Portal License and Restrictions.

a. License, Equipment and Connection. Dealer is hereby granted a non-exclusive, revocable, non-sublicensable and non-transferable license to use the Dealer

Portal to participate in the Program only under the terms of this Agreement. Dealer shall provide the necessary computer equipment, telecommunication equipment, operating and other necessary software to access and use the Dealer Portal and to participate in the Program. Dealer shall be responsible for selecting, obtaining and maintaining any equipment and ancillary services needed to connect to or otherwise access the Dealer Portal, including without limitation, modems, hardware, servers, software, operating systems, networking equipment, web servers, Internet access, and long distance and local telephone service. Dealer shall be solely responsible for ensuring that the Dealer connection is compatible with the Dealer Portal.

b. Account Passwords. Dealer shall be solely responsible for all use of its passwords relating to the Dealer Portal and such passwords shall be deemed Confidential Information (defined below). Dealer may not share its passwords with third parties or attempt to access the Dealer Portal without using the passwords assigned to it. NNA may rely on the information provided by Dealer through the Dealer Portal and Dealer shall indemnify and hold NNA harmless from and against any and all damages or losses of any kind in connection with, relating to or arising out of Dealer's use of the Dealer Portal.

c. Data Security. Dealer shall maintain, in connection with the operation of the Dealer Portal, industry standard technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication. Dealer shall ensure that the sending of all data through the Dealer Portal is secure. In addition, Dealer agrees to comply with the security measures set forth in Section 12(c) (Security Measures), when accessing and sending data through the Dealer Portal.

d. Use Restrictions. The license granted herein is in no sense a sale or transfer of ownership rights in the Dealer Portal. NNA reserves all rights not expressly granted herein.

8. Program is Optional. PARTICIPATION IN THE PROGRAM IS OPTIONAL. Dealer acknowledges that it may have agreements in place with third parties for the provision of similar services provided for in the Program. Dealer acknowledges that NNA has specifically made no representations or promises to Dealer concerning the positive and/or negative impact that the implementation of the Program will have on Dealer's operations. Dealer acknowledges and agrees that it is solely responsible for its legal and other obligations under any of its current agreements with third parties ("Dealer Contracts") and NNA does not take any responsibility or liability whatsoever with respect to or concerning such Dealer Contracts. Dealer hereby indemnifies NNA and holds NNA harmless from any and all losses or damages whatsoever to the extent a claim is brought by any third party to such Dealer Contracts. Dealer acknowledges that NNA's only obligations to Dealer with respect to the Program is as set forth in this Agreement.

9. Warranty Disclaimer. THE PROGRAM IS PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND. IN NO EVENT DOES NNA WARRANT THAT THE DEALER PORTAL IS ERROR FREE OR THAT DEALER WILL BE ABLE TO OPERATE THE DEALER PORTAL WITHOUT PROBLEMS OR INTERRUPTIONS. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, NNA DOES NOT WARRANT THAT THE DEALER PORTAL OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE PORTAL IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. THERE IS NO GUARANTEE THAT THE LEAD VOLUME REQUESTED WILL BE PROVIDED OR THAT A CERTIFIED TOOL WILL REMAIN CERTIFIED. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. NNA DOES NOT WARRANT THAT THE PROGRAM WILL MEET ANY OF DEALER'S REQUIREMENTS.

10. Limitation of Liability AND INDEMNIFICATION. ALL LIABILITY OF NNA AND ITS SUPPLIERS UNDER THIS AGREEMENT, OR OTHERWISE SHALL BE LIMITED THE MONEY PAID TO NNA UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. ALL LIABILITY UNDER THIS AGREEMENT IS CUMULATIVE AND NOT PER INCIDENT. IN NO EVENT SHALL NNA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF DEALER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Indemnification. Dealer will defend, indemnify, and hold NNA, Sanctus, LLC, each third-party lead provider, and their respective affiliates, subsidiaries, successors, assignees, owners, directors, officers, employees, contractors, representatives, and agents (collectively, "NNA Indemnitees") harmless from and against any and all claims, governmental investigations, demands, actions, and proceedings, real or threatened, and all losses, judgments, awards, settlements, damages, fines, injuries, penalties, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising out of or related to (i) any breach or alleged breach of this Agreement by Dealer or person or entity acting on its behalf, (ii) Dealer's negligence or misconduct, (iii) Dealer's use of Leads or participation in the Program or (iv) any allegation related to a consumer's lack of consent under the TCPA or applicable laws. If an NNA Indemnitee elects for Dealer to provide defense, Dealer will (i) obtain legal counsel reasonably acceptable to the NNA Indemnitee; (ii) permit the NNA Indemnitee to participate in the defense using separate counsel at its own cost; and (iii) not settle any action without the prior written consent of the NNA Indemnitee (which may not be unreasonably withheld).

SANCTUS, LLC D/B/A SHIFT DIGITAL AND EACH THIRD-PARTY LEAD PROVIDER SHALL BE DEEMED A THIRD PARTY BENEFICIARY OF THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT, INCLUDING THIS SECTION 10.

11. Confidentiality.

a. Each party acknowledges that under this Agreement, they may receive or have access to information which is confidential or proprietary to the other party, including, but not limited to, financial, marketing, technical, engineering, design, Personal Data (as defined in Section 12(a)) or other information ("Confidential Information"). Each party agrees that all Confidential Information which it receives from the other under this Agreement or which such party or any of its employees or agents have access to pursuant to this Agreement shall be kept strictly confidential in accordance with all of the terms and conditions of this Agreement. Such Confidential Information shall include, but not be limited to: all documents, drawings, reports or other written materials; all orally disclosed information; and all electronically stored information contained in NNA's computer systems or computer databases. In addition, Confidential Information shall include any information, technical data or know-how including, but not limited to, that which comprises or relates to the other party's confidential and proprietary trade secrets, hardware, software (source code

and object code), screens, specifications, methods, processes, designs, plans, drawings, data, prototypes, discoveries, research, developments, processes, procedures, intellectual property (including inventions, whether patentable or not), market research, marketing techniques and plans, business plans and strategies, Personal Data, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form and any analyses, compilations, studies or documents. Each party expressly agrees that all such information shall be presumed to be Confidential Information of the other party and shall be kept strictly confidential, provided it is marked as "confidential" or if orally disclosed it is reduced to writing within a reasonable period after disclosure.

b. Each party shall at all times during the term of this Agreement, and for five (5) years thereafter or such other period as required by law, whichever is greater, protect and safeguard the Confidential Information of the other and agrees not to, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce, or distribute the Confidential Information except as expressly permitted in this Agreement or an Assignment Order.

c. Each party agrees that it will not disclose any Confidential Information, except to those employees or agents who need access to the information in order to perform services or in connection with this Agreement and who agree to keep such information confidential. Each party agrees that it will not use such Confidential Information for any purpose other than performing services or as otherwise allowed under this Agreement.

d. Except with regard to the obligations of confidentiality for Personal Data, the obligations of confidentiality shall not apply if: (i) the Confidential Information is, or becomes (other than through a breach of this Agreement) generally known to the public; (ii) the Confidential Information is developed independently without use of the Confidential Information; (iii) the Confidential Information was rightfully received by Dealer without obligation of confidentiality from a third party; (iv) the Confidential Information was already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party; or (v) disclosure is required by law, provided that the receiving party gives the disclosing party prompt notice of the request for disclosure, cooperates with the disclosing party in obtaining a protective order or other remedy, and discloses only that portion of the Confidential Information which it is legally compelled to disclose. Notwithstanding the foregoing, Confidential Information shall not be deemed to have been known by the receiving party merely because it is embraced by general information previously known to the receiving party or merely because it is expressed in publications in general terms not specifically including Confidential Information.

e. Each party acknowledges that any breach of Sections 11 or 12 of this Agreement will cause the disclosing party immediate and irreparable harm for which there are no adequate remedies at law and will entitle disclosing party to seek immediate injunctive relief, in addition to any other remedies which may be available. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Privacy, Security and NNA Systems.

a. Personal Data. Dealer acknowledges that it has received, may receive, or may have access to information capable of identifying a natural person, either alone or in combination with other available information ("Personal Data") in connection with this Agreement, which information may be subject to the protections of federal, state and/or local privacy safeguards or data protection laws. Dealer further agrees, warrants and represents that it will comply with all requirements imposed by such data protection laws, including without limitation, financial privacy laws. Except with respect to the rights granted

to NNA in Dealer Leads, all Personal Data shall be deemed NNA Confidential Information subject to the confidentiality provisions of this Agreement. Notwithstanding anything herein to the contrary, Personal Data shall continue to be subject to the confidentiality obligations under this Agreement for so long as NNA deems the information to be Personal Data and such confidentiality obligations with regard to Personal Data shall survive the expiration or earlier termination of this Agreement. Dealer hereby agrees to maintain and implement procedures, processes, systems and security safeguards reasonably sufficient to ensure the confidentiality of such Personal Data including obtaining the consumer's consent where applicable.

b. NNA Systems. To the extent that the Dealer requires access to any computer systems or networks of NNA and its Affiliates ("NNA Systems") in connection with the provision of services under this Agreement, including the Dealer Portal, such access shall be provided in NNA's sole discretion and shall be subject to any security requirements, user guidelines, the Security Measures and any other requirements (collectively, the "Security Requirements") provided by NNA to the Dealer. The Dealer will comply with Security Requirements, and NNA reserves the right to change, update or supplement the Security Requirements at any time by providing them to the Dealer. Further, Dealer shall not (i) access any NNA Systems other than those specifically identified in writing by NNA, (ii) perform any form of penetration testing and/or vulnerability assessment of the NNA Systems, and (iii) use more than one network card or similar connection from being active when accessing the NNA Systems (including, without limitation, any "split-tunneling or "dual-homed" configurations or devices) except for dual network card configurations that are designed to provide fault tolerance and teaming provided that they are on the same subnet. As necessary, NNA will provide passwords or other means necessary to permit access to the NNA Systems. At NNA's request, Dealer will return any devices provided by NNA that permit access to the NNA Systems and will provide a written certification stating that all passwords or other directions for accessing the NNA Systems have been deleted and/or destroyed. Dealer shall provide to NNA access to Dealer's personnel, and to Dealer's data and records during normal business working hours for the purpose of performing audits of either Dealer or any of its subcontractors to verify Dealer's compliance with the Security Requirements. Dealer shall be liable for any damage or loss of computer files or programs, disruption of use of any part of NNA Systems or other computer systems of NNA or its Affiliates, or other loss or damage to NNA or its Affiliates or third parties that is caused by Dealer's access to the NNA Systems or Dealer's failure to comply with the Security Requirements.

c. Security Measures.

- (1) Cyber-Security Incidents, Data Breaches, Information Security Threats
 - (i) Dealer shall notify NNA of a cyber-security incident, data breach, or information security threat (each, an "Incident") within 24 hours of awareness of such Incident. Dealer shall make notification by email to infosec@nissan-usa.com and by phone to 1-866-503-3431.
 - (ii) Dealer shall investigate all Incidents in accordance with the most current revision of National Institute of Standards and Technology (NIST) Special Publication 800-61, Computer Security Incident Handling Guide.
 - (iii) Dealer shall make available to NNA all investigation findings relating to an Incident, including any potential unauthorized disclosure of NNA Confidential Information, within a reasonable time frame and in any event not to exceed four (4) weeks.
- (2) Auditability of Information Systems
 - (i) NNA (or its designee) has the right to audit Dealer's or its agents' use of NNA Confidential Information and NNA's network or computing

assets to ensure compliance with the terms of this Agreement and applicable laws. Dealer agrees to fully cooperate with NNA or its designee in connection with such audits and will provide NNA or its designee access to such properties, records, and personnel as NNA or its designee may reasonably require for such purpose.

(3) Malicious or Unauthorized Code

- (i) Any computing device used to transmit, receive or store NNA Confidential Information shall be inspected and warranted by Dealer to be free from malicious code that could be used to (a) intercept or corrupt NNA Confidential Information or (b) disrupt NNA's operations.

(4) Encryption and Destruction Requirements

- (i) Dealer shall render NNA Confidential Information unusable, unreadable or indecipherable in the following manner:

- (a) If Dealer must transmit NNA Confidential Information in electronic form, all such NNA Confidential Information shall be encrypted by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key. Such algorithmic process must meet the following requirements:

- 1. Valid encryption processes for data at rest are consistent with the most current revision of NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices.
 - 2. Valid encryption processes for data in motion are those that comply with the requirements of the most current revision of the Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules. These include, as appropriate, standards described in NIST Special Publication 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include other encryption processes that are validated in FIPS 140-2.

- (ii) Upon NNA's request, the media on which NNA Confidential Information is stored or recorded shall be destroyed in one of the following ways and Dealer shall certify such destruction:

- (a) Paper, film, or other hard copy media shall be shredded or destroyed such that the information contained thereon cannot be read or reconstructed.
 - (b) Electronic media shall be cleared, purged or destroyed consistent with the most current revision of NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the Confidential Information cannot be retrieved.

13. Internet Certification Logo Use.

a. General. If Dealer attains Level One Certification it may be designated with the Internet Certification Logo by NNA. Additional dealer use of the logo is prohibited without express written approval by NNA.

b. Trademark Notices. The Internet Certified Logo shall be designated as with "SM", "TM" or "®", in the manner directed by NNA.

c. Restrictions Upon Use. The Internet Certified Logo will not be presented or used: a) in a manner that suggests that editorial content has been authored by, or represents the views or opinions of, NNA or any NNA personnel, affiliate or dealer; b) in a manner that is misleading, defamatory, libelous, obscene, infringing or otherwise objectionable; c) in connection with any material that infringes the trademark, copyright or any other rights of any third party; d) as part of a name of a product or service of a company other than NNA; or e) in a manner that infringes, derogates, dilutes, or impairs the rights of NNA in the Internet Certified Logo. NNA shall have complete discretion to evaluate Dealer's use of the Internet Certified Logo and to decide whether that use violates any of the foregoing restrictions and otherwise is in compliance with NNA's branding standards.

d. Use for NNA's Benefit. Any use of the Internet Certified Logo shall inure to the benefit of NNA and/or its parent company, Nissan Motor Co., Ltd. By using the Internet Certified Logo pursuant to NNA's approval, Dealer acknowledges NNA's and/or its parent company's ownership of the Internet Certified Logo and warrants that it will not take any action which is inconsistent with NNA's or its parent company's ownership.

14. Governing Law and Disputes.

a. Governing Law. This Agreement is governed by and interpreted under the laws of the State of Tennessee and the United States of America, without regard to their respective conflict of laws principles.

b. Disputes. Any claim or dispute between the parties that relates to or arises in whole or in part from this Agreement shall be decided exclusively by confidential, binding, and final arbitration. The arbitration shall be conducted before three neutral arbitrators in Williamson County, Tennessee, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its' fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

BECAUSE THIS AGREEMENT REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each Party hereby consents: (i) to the exclusive jurisdiction of the state or federal courts having jurisdiction over Williamson County, Tennessee for any action (1) to compel arbitration, (2) to enforce any award of the arbitrators, (3) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim, or provisional equitable remedies, or (4) to enforce Nissan's intellectual property rights under this Agreement; and (ii) for service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed, and the parties agree that sole and exclusive jurisdiction and venue for any claims will be in the state or federal courts having jurisdiction over Williamson County, Tennessee. EACH PARTY HEREBY WAIVES ALL DEFENSES ALLEGING LACK OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS RELATED THERETO.

FURTHERMORE, EACH PARTY KNOWINGLY, UNCONDITIONALLY, AND ABSOLUTELY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

15. General.

a. Notices. All notices and correspondence pertaining to this Agreement shall be in writing and shall be delivered by hand or certified mail, return receipt requested and postage prepaid, or by a nationally recognized courier service, or by facsimile transmission, or by e-mail, provided that notice by e-mail shall not be acceptable for notification of a breach of this agreement, and be addressed as follows:

If to NNA:
Nissan North America, Inc.
PO Box 685001
Franklin, Tennessee, 37068-5001
Attention: Senior Manager, Lead Management Program (ELMS)

with a copy to:

Nissan North America, Inc.
PO Box 685001
Franklin, Tennessee, 37068-5001
Attention: Director Corporate Transaction Group

If to Dealer, to the address of record of Dealer or to the e-mail indicated in the Dealer Portal.

Any notice provided allowed by e-mail under this Agreement shall be sent to Dealer to the e-mail address designated through the Dealer Portal. It is Dealer's sole responsibility to maintain and update such e-mail address and any notice shall be deemed received by Dealer and effective if sent to such address regardless of whether such address is functional. Except as provided herein, notice will be effective only upon receipt by the party being served, except that notice will be deemed received 72 hours after posting by the United States Post Office, by the method described above. Confirmation of receipt of any facsimile sent must be received in order to presume that the transmission was received. Each party is responsible for informing the other of any changes in his/her or its address by sending proper notice.

b. Entire Agreement/Non-Disclosure Agreements. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior expressions, whether written or oral. Dealer acknowledges that it is not entering into this Agreement on the basis of any representations which are not expressly stated herein. This Agreement constitutes a separate and complete agreement and in no event will this Agreement become a part of, be merged with, or modify or amend any other rights or obligations existing under any other agreement between NNA and Dealer or any other third party; provided however, any non-disclosure agreement entered into between the parties with respect to the subject matter of this Agreement is hereby superseded in its entirety by this Agreement; further provided, however, any confidential information exchanged under any prior non-disclosure agreement shall be deemed Confidential Information and governed under the terms of this Agreement. For the avoidance of doubt, this Agreement is not a part of, is not merged with, and does not in any way modify or amend the NNA Dealer Sales & Service Agreement and Standard Provisions currently in effect between Dealer and NNA.

c. Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.

d. Waiver of Class Action. Dealer hereby waives any right it may have to participate in any class actions related to or arising out of this Agreement.

e. No Agency. NNA and Dealer are independent contractors and have no power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Nothing herein will be construed as implying a joint venture, agency, employer-employee or partnership relationship between the parties. Dealer and its representatives shall not make any representations or warranties to any third party regarding the Program. Dealer is solely responsible for all of its own taxes, withholding, and other similar statutory obligation related to this Agreement.

f. No Assignment. Dealer has been retained to provide services hereunder because of Dealer's commitments contained in this Agreement, and further, because of NNA's confidence in Dealer, which confidence is personal in nature. Dealer may not assign this Agreement or delegate its duties hereunder without the prior written consent of NNA. The provisions hereof will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

g. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together will be considered one and the same agreement.

h. Survival. The making of all payments due hereunder and the terms and conditions of the following sections shall survive any termination or expiration of this Agreement: Sections 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 14.

By clicking on the "I ACCEPT" box, Dealer acknowledges that it agrees to all of the terms of the "Lead Management Program – Dealer Participation Agreement" above.)

In order to enable the checkbox, please scroll to the end of the agreement.

☐ I Accept