

## Service Agreement

IMPORTANT - READ THIS SERVICE AGREEMENT CAREFULLY BEFORE CLICKING ON THE CHECKBOX FOUND ON THE INFINITI DYNAMIC AUDIENCE OMNICHANNEL VIDEO CAMPAIGNS PLATFORM ("PLATFORM") AND CLICKING ON THE "SUBMIT ENROLLMENT" BUTTON. BY CLICKING ON THE CHECKBOX FOUND ON THE PLATFORM AND CLICKING ON THE "SUBMIT ENROLLMENT" BUTTON, DEALER ACKNOWLEDGES THAT IT HAS READ THIS SERVICE AGREEMENT, UNDERSTANDS IT, AND THAT DEALER AGREES TO BE BOUND BY ITS TERMS. IF YOU, AS THE DEALER, DO NOT ACCEPT AND AGREE WITH THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT, DO NOT CLICK ON THE CHECKBOX FOUND ON THE PLATFORM OR CLICK ON THE "SUBMIT ENROLLMENT" BUTTON.

This Service Agreement, the Company's Privacy Policy located at <https://www.jdpower.com/privacy> and the applicable Infiniti Retailer Enrollment form completed by the Dealer on the Platform ("Enrollment Form") constitute the entire agreement by and between the entity electronically signing such Enrollment Form (the "Dealer"), and Autodata Solutions, Inc. (the "Company") with respect to Dealer's desire to have Company execute a Campaign on behalf of such Dealer (the "Agreement"). The Dealer and Company are referenced in this Agreement collectively as the "parties". The individual electronically signing the Enrollment Form represents that he/she is an authorized representative of the Dealer and, on behalf of the Dealer, hereby agrees to the terms and conditions contained herein and in any applicable Enrollment Form.

In the event of a conflict between these terms and conditions and the Enrollment Form, the Enrollment Form shall control. THE TERMS OF THE PRIVACY POLICY MAY BE AMENDED FROM TIME TO TIME BY COMPANY AND SUCH AMENDED TERMS ARE AVAILABLE TO VIEW ONLINE AT <https://www.jdpower.com/privacy>. IT IS DEALER'S RESPONSIBILITY TO CHECK THE APPLICABLE TERMS PERIODICALLY FOR CHANGES. DEALER'S CONTINUED PAYMENT TO COMPANY FOR THE CAMPAIGNS AFTER ANY SUCH AMENDMENT WILL CONSTITUTE DEALER'S ACCEPTANCE OF SUCH AMENDED TERMS.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### 1. **Definitions.**

- a. "Campaign" means the definition set out in the General Services Addendum attached hereto.
- b. "Effective Date" means the date that the Dealer clicked the "Submit Enrollment" button on the Enrollment Form.
- c. "Fees" means the amounts due to Company by Dealer for the Campaign Packages described in the General Services Addendum attached hereto and in the Enrollment Form.
- d. "Infiniti Dealer" means an Infiniti franchise dealer in the United States.
- e. "Nissan" means Nissan North America, Inc.

2. **Provision of Digital Advertising.** During the Term and subject to Dealer's payment of the Fees, Company shall provide the Campaign Package selected by the Dealer in the Enrollment Form in a professional manner.

### 3. **Fees and Taxes.**

- a. Dealer shall pay Company the Fees. All Fees and other amounts payable by Dealer under this Agreement are exclusive of taxes and similar assessments. Dealer agrees to pay all sales, use and excise taxes, and any other similar taxes, duties and charges related to the Campaigns, other than taxes imposed on Company's income.
- b. Company may charge interest on Fees not paid when due at the maximum lawful annual rate, not to exceed an eighteen percent (18%) annual interest rate.
- c. Dealer will notify Company in writing of any dispute with any invoice within sixty (60) days from the date of such invoice. Dealer waives the right to dispute any charges not disputed within such sixty (60) day period.

### 4. **Term and Termination.**

- a. The term of this Agreement will commence upon the Effective Date and will continue until March 31, 2026 unless terminated earlier (a) by a party providing at least thirty (30) days written notice to the other party, which in no case will be earlier than December 31, 2025, or (b) in accordance with the terms of this Agreement ("Term").

b. If either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement, provided that it has given the other party written notice of the breach and, if the breach is capable of cure, at least thirty (30) days to cure.

c. In the event of termination, Company will notify Nissan.

d. Upon termination or expiration of this Agreement for any reason, (i) the Campaign shall automatically terminate; and (ii) both Company and Dealer shall return or destroy, at the disclosing party's option, all Confidential Information of the disclosing party. In the event a disclosing party requests the destruction of its Confidential Information, Company or Dealer, as applicable, shall certify in writing the destruction of all Confidential Information of the disclosing party.

5. **Confidentiality.** Each party acknowledges that, in connection with this Agreement, it may obtain Confidential Information belonging to the other party. Confidential Information means all non-public and proprietary information of a party ("disclosing party") disclosed to the other party ("receiving party"), in tangible form and identified as confidential in the tangible form, or orally, and is identified as confidential at the time of disclosure, and is described in a written statement (which must also identify it as confidential) within a reasonable time after disclosure. Information that does not meet the foregoing requirements is not Confidential Information, regardless of any legend or marking to the contrary. No information shall be considered as Confidential Information, regardless of its having been marked or otherwise defined as such, if (a) it is in the public domain at the time the disclosing party discloses it to the receiving party; (b) it enters the public domain subsequent to the time of the disclosing party's disclosure to the receiving party and without any fault or disclosure on the part of the receiving party; (c) it was known to the receiving party free of any obligation of confidence prior to the disclosure by the disclosing party; (d) it is developed by employees or agents of the receiving party independently of and without reference to any of the disclosing party's Confidential Information; (e) it was rightfully communicated by a third party to the receiving party free of any obligation of confidence; or (f) it is required to be disclosed by law, but then only to the extent of a court order requiring such disclosure, so long as the disclosing party is given adequate notice of (if legally permitted) and the ability to challenge such required disclosure prior to the disclosure.

With regard to Confidential Information, the following shall apply: (a) each party agrees to protect the confidentiality of the Confidential Information of the

other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information; (b) the receiving party shall not use any Confidential Information or any part thereof for any purpose other than for the benefit of the disclosing party for the purposes of this Agreement; (c) Company and Dealer may share Confidential Information of the other party with their affiliates and consultants, contractors, experts and agents, and in the case of Company, with Nissan; provided that the person or entity with whom or which the information is being shared has agreed in writing to be bound by confidentiality provisions comparable to those specified in this Section 5; and (d) neither Company nor Dealer will share any Confidential Information of the other party with any third party, including any competitor of the other party, without the prior written agreement of the other party.

In the event of a breach or threatened breach of the provisions of this section, the disclosing party shall be entitled to an injunction restraining such breach or threatened breach without having to prove actual damages or threatened irreparable harm, and without having to post a bond. Such injunctive relief as the disclosing party may obtain shall be in addition to all other rights and remedies available at law and in equity.

6. **Reservation of Rights.** Company retains all right, title and interest, including all copyright, patent, trade secret, trademark, and any other intellectual property rights, in and to the Campaigns except for the Infiniti trademarks provided by Nissan. Dealer shall gain no right, title or interest in the Campaigns by virtue of this Agreement.

7. **Disclaimer of Warranty.** Although Company will use reasonable efforts to provide accurate and reliable Campaigns under this Agreement, Company does not warrant the adequacy or accuracy thereof. COMPANY PROVIDES THE CAMPAIGNS AS IS AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE CAMPAIGNS OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

8. **Limitation of Liability.** IN NO EVENT WILL COMPANY HAVE ANY LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, TO DEALER OR TO ANY THIRD PARTY, FOR LOST

PROFITS OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY TO DEALER FOR ANY DAMAGES WITH RESPECT TO THE CAMPAIGNS PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE TOTAL FEES PAID BY DEALER TO COMPANY UNDER THIS AGREEMENT.

become final and binding until accepted by Company as indicated by its signature below.

Last Updated September 26, 2025

9. **Miscellaneous.**

a. Sections 3, 4c, 4d., 5, 6, 7, 8, and 9 of this Agreement and any other provision of this Agreement which by its very nature survives this Agreement shall survive the termination of this Agreement and shall be forever binding upon the parties regardless of the reason for termination of this Agreement.

b. Any claim arising under this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. Each party hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York for all disputes and litigation arising under or relating to this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.


c. This Agreement constitutes the entire agreement of the parties and supersedes any prior representations by Company or any written or oral agreements between the parties respecting this subject matter. No amendment, modification, or alteration of the terms and conditions of this Agreement shall be binding unless it is in writing and duly executed by the parties to this Agreement.


d. The parties are independent contractors, and nothing contained herein will be deemed to create a partnership, agency, joint venture or employment relationship. Except as expressly provided in this Agreement, neither party has the power to act in the name of, or on behalf of, or incur any obligation binding upon, the other party.

e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not

## General Services Addendum

“Digital Advertising” means Company will execute a Connected TV Campaign (the “Campaign”) as a three-tiered campaign package as set forth below on behalf of the Dealer for its Infiniti vehicles. In addition, the Campaign also includes an add-on option for advertising on live sports.

 <b>INFINITI Exclusive Retailer Packages</b> Custom Audience Content & Campaign Management – CTV + Special Live Sports add-on			
	<b>GOOD</b> <b>\$3,500/mo</b> <i>Estimated Impressions</i> 77,500	<b>BETTER</b> <b>\$5,000/mo</b> <i>Estimated Impressions</i> 111,000	<b>BEST</b> <b>\$6,500/mo</b> <i>Estimated Impressions</i> 144,000
<b>Premium CTV inventory*</b>	X	X	X
<b>Exclusive INFINITI Permissible Marketing Audiences</b> (S&P Global/Polk Included)			
*CTV Packages include 3+ Custom Audiences for QX60 and QX80 **Live Sports includes single feature/offer QX60 /QX80 ads	X	X	X
<b>Add-on: Live Sports:</b> • Top 50 DMAs: \$10,000 (188K impressions) • 51-100 DMAs: \$5,000 • 100+ DMAs: \$3,000		X	X
<b>Retailer Video Campaign Packages (Oct.-Dec) - Select QX60 or QX80 Featured Model</b>			



The above referenced monthly totals (“Campaign Packages”) represent both the media to be purchased on the ad platform (“Media Spend”) and the creative and campaign management fees (“Fees”).

The Campaign will run during the Term on Company’s vendor’s, The Trade Desk, Inc., platform. The creative will be provided by Company. The radius will be twenty-five (25) miles with the option to customize for an additional fee as mutual agreed to in writing by the parties.