



DATED: 02/2026

PRODUCT TERMS

PIN Services (No Navigator Access)

1. Client will not disclose, release, distribute, allow access to, or deliver the Licensed Works, or any portion thereof, to any third party without Company's prior written consent. If Company consents in writing to disclosure of Licensed Works to the third party by Client, the following additional conditions will apply:

a. Reports, research, articles and speeches will include the following attribution:

i. "Source: J.D. Power's Power Information Network (PIN)".

ii. Reports and research will include the following disclaimer, printed in the same format, font size and position as Client's disclaimer, but in no event smaller than a 6-point font:

"The information supplied by J.D. Power's Power Information Network (PIN) is based on data believed to be reliable but is neither all-inclusive nor guaranteed by PIN. Without limiting the generality of the foregoing, specific data points may vary considerably from other information sources. Any opinions expressed herein reflect the judgment of [Client] at this date and are subject to change."

b. Unless Company consents otherwise in writing, prior to providing the Licensed Works to the third party, Client will ensure that the third party agrees to and executes an agreement with Client that contains terms substantially similar to and no less protective than those in this Agreement, including the restrictions on use by the recipient and rights to Company. Client is responsible for the acts and omissions of such third party, will promptly notify Company upon discovery of any actual or suspected violation relating to the Licensed Works, and will cooperate with Company as necessary to remediate any such violation. Under no circumstances will Client or a third party use any Licensed Works or any other information derived from the Licensed Works to develop predictive analytics, incentive tactic models, products or tools that in any way compete with JDP Vantage, incentive planning, business planning or any other Company products or services.

2. The parties understand and agree that Company is not a consumer reporting agency as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA"), and that the Services do not constitute "consumer reports" as defined in FCRA. Client agrees that it will not use the Services to determine any consumer's eligibility for any product or service to be used by a consumer for personal, family, or household purposes. Client also agrees that it will not use the Services (i) as a factor in establishing a consumer's eligibility for credit, (ii) as a factor in establishing a consumer's eligibility for insurance, (iii) for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, or (v) in connection with any impermissible purpose as defined by FCRA.

3. Client acknowledges that Updates may have an adverse effect on Client's custom reports and analytics. Services to mitigate these adverse effects will be at additional cost to Client as agreed in writing by Company and Client.

PIN Services (w/ U.S. Navigator Access)

1. Client will not disclose, release, distribute, allow access to, or deliver the Licensed Works, or any portion thereof, to any third party without Company's prior written consent. If Company consents in writing to disclosure of Licensed Works to the third party by Client, the following additional conditions will apply:

a. Reports, research, articles and speeches will include the following attribution:

i. "Source: J.D. Power's Power Information Network (PIN)".

ii. Reports and research will include the following disclaimer, printed in the same format, font size and position as Client's disclaimer, but in no event smaller than a 6-point font:

"The information supplied by J.D. Power's Power Information Network (PIN) is based on data believed to be reliable but is neither all-inclusive nor guaranteed by PIN. Without limiting the generality of the foregoing, specific data points may vary considerably from other information sources. Any opinions expressed herein reflect the judgment of [Client] at this date and are subject to change."

b. Unless Company consents otherwise in writing, prior to providing the Licensed Works to the third party, Client will ensure that the third party agrees to and executes an agreement with Client that contains terms substantially similar to and no less protective than those in this Agreement, including the restrictions on use by the recipient and rights to Company. Client is responsible for the acts and omissions of such third party, will promptly notify Company upon discovery of any actual or suspected violation relating to the Licensed Works, and will cooperate with Company as necessary to remediate any such violation. Under no circumstances will Client or a third party use any Licensed Works or any other information derived from the Licensed Works to develop predictive analytics, incentive tactic models, products or tools that in any way compete with JDP Vantage, incentive planning, business planning or any other Company products or services.

2. The Licensed Works includes reports containing industry-specific de-personalized credit scores provided by Trans Union, FIC and other consumer credit reporting agencies (the "Navigator Information"). The Navigator Information may be used solely by Client in the United States for peer group analysis. The parties understand and agree that Company is not a consumer reporting agency as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. and amendments thereto ("FCRA"), and that the Navigator Information does

not constitute "consumer reports" as defined in the FCRA. Client agrees that it will not use the Services, including the Navigator Information, to determine any consumer's eligibility for any product or service to be used by a consumer for personal, family, or household purposes. Client also agrees that it will not use the Services, including the Navigator Information, (i) as a factor in establishing a consumer's eligibility for credit, (ii) as a factor in establishing a consumer's eligibility for insurance, (iii) for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, or (v) in connection with any impermissible purpose as defined by FCRA. Client agrees that its business falls into one of the following three categories: automobile manufacturer, financial institution or association, or automobile retail dealership. Client will not provide Company with information to match the Navigator Information to any identified consumer, use or disclose the Navigator Information in any manner which would allow for identification of the consumer to which Navigator Information relates, or link or attempt to link any consumer's identity to the Navigator Information. Client agrees that Company may disclose Client's name and address as well as the existence and terms of this Agreement to the relevant consumer reporting agencies from time to time, including before providing the Navigator Information to Client, at each quarter, and upon termination or expiration of this Agreement.

3. Client acknowledges that Updates may have an adverse effect on Client's custom reports and analytics. Services to mitigate these adverse effects will be at additional cost to Client as agreed in writing by Company and Client.

PIN Services (w/ Canada Navigator Access)

1. Client will not disclose, release, distribute, allow access to, or deliver the Licensed Works, or any portion thereof, to any third party without Company's prior written consent. If Company consents in writing to disclosure of Licensed Works to the third party by Client, the following additional conditions will apply:

a. Reports, research, articles and speeches will include the following attribution:

i. "Source: J.D. Power's Power Information Network (PIN)".

ii. Reports and research will include the following disclaimer, printed in the same format, font size and position as Client's disclaimer, but in no event smaller than a 6-point font:

"The information supplied by J.D. Power's Power Information Network (PIN) is based on data believed to be reliable but is neither all-inclusive nor guaranteed by PIN. Without limiting the generality of the foregoing, specific data points may vary considerably from other information sources. Any opinions expressed herein reflect the judgment of [Client] at this date and are subject to change."

b. Unless Company consents otherwise in writing, prior to providing the Licensed Works to the third party, Client will ensure that the third party agrees to and executes an agreement with Client that contains terms substantially similar to and no less protective than those in this Agreement, including the restrictions on use by the recipient and rights to Company. Client is responsible for the acts and omissions of such third party, will promptly notify Company upon discovery of any actual or suspected violation relating to the Licensed Works, and will cooperate with Company as necessary to remediate any such violation. Under no circumstances will Client or a third party use any Licensed Works or any other information derived from the Licensed Works to develop predictive analytics, incentive tactic models, products or tools that in any way compete with JDP Vantage, incentive planning, business planning or any other Company products or services.

2. The Licensed Works includes reports containing industry-specific de-personalized credit scores (the "Navigator Information"). The Navigator Information is not a consumer credit report. Client agrees that its business is in the automotive industry, including financial institutions and/or entities engaged in automobile financing or monitoring of such activities and automobile retail dealerships. Client will not provide Company with information to match the Navigator Information to any identified consumer, use or disclose the Navigator Information in any manner which would allow for identification of the consumer to which Navigator Information relates, or link or attempt to link any consumer's identity to the Navigator Information.

3. Client acknowledges that Updates may have an adverse effect on Client's custom reports and analytics. Services to mitigate these adverse effects will be at additional cost to Client as agreed in writing by Company and Client.

PIN Capital Market Services

1. Client will not disclose, release, distribute, allow access to, or deliver the Licensed Works, or any portion thereof, to any third party without Company's prior written consent. If Company consents in writing to disclosure of Licensed Works to the third party by Client, the following additional conditions will apply:

a. Any reference to Licensed Works, whether in the form of a report, research, article or speech (each a "Research Report"), will be made at the industry level only. Client may not disclose, under any circumstances, any Licensed Works at the OEM, Nameplate, Brand, Series or Model level or any Industry level information isolating or implying any OEM, Nameplate, Brand, Series or Model.

b. Client will send a copy of each Research Report to pinconsulting@jdpa.com at the same time Client discloses the Research Report to third parties.

c. Research Reports will include the following attribution: "Source: J.D. Power's Power Information Network (PIN)".

d. Research Reports will include the following disclaimer, printed in the same format, font size and position as Client's disclaimer, but in no event smaller than a 6-point font:

"The information supplied by J.D. Power's Power Information Network (PIN) is based on data believed to be reliable but is neither all-inclusive nor guaranteed by PIN. Without limiting the generality of the foregoing, specific data points may vary considerably from other information sources. Any opinions expressed herein reflect the judgment of [Client] at this date and are subject to change."

- e. Unless Company consents otherwise in writing, prior to providing the Licensed Works to the third party, Client will ensure that the third party agrees to and executes an agreement with Client that contains terms substantially similar to and no less protective than those in this Agreement, including the restrictions on use by the recipient and rights to Company. Client is responsible for the acts and omissions of the third party, will promptly notify Company upon discovery of any actual or suspected violation relating to the Licensed Works, and will cooperate with Company as necessary to remediate any such violation.
2. Client agrees to pay Company, as liquidated damages, \$250,000 for each instance in which any portion of the Licensed Works or any report is disclosed to any person in violation of this Agreement or is not cited in the manner set forth above. The liquidated damages will be in addition to all other remedies that may be available to Company for breach of this Agreement.
3. The parties understand and agree that Company is not a consumer reporting agency as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA"), and that the Services do not constitute "consumer reports" as defined in FCRA. Client agrees that it will not use the Services to determine any consumer's eligibility for any product or service to be used by a consumer for personal, family, or household purposes. Client also agrees that it will not use the Services (i) as a factor in establishing a consumer's eligibility for credit, (ii) as a factor in establishing a consumer's eligibility for insurance, (iii) for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, or (v) in connection with any impermissible purpose as defined by FCRA.
4. Client acknowledges that Updates may have an adverse effect on Client's custom reports and analytics. Services to mitigate these adverse effects will be at additional cost to Client as agreed in writing by Company and Client.

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