



DATED: 02/2026

END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") in conjunction with any Order and/or Product Terms, as applicable (collectively, the "Agreement") is a binding agreement between Client and the Company with respect to the Services and is effective as of the date the Agreement is first Accepted by Client ("Effective Date"). COMPANY PROVIDES THE SERVICES SOLELY ON THE TERMS SET FORTH IN THE AGREEMENT AND ON THE CONDITION THAT CLIENT ACCEPTS AND COMPLIES WITH SUCH TERMS. BY ACCEPTING, YOU (A) ACCEPT THE AGREEMENT AND AGREE THAT CLIENT IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THE AGREEMENT ON BEHALF OF CLIENT AND BIND CLIENT TO ITS TERMS. IF CLIENT DOES NOT AGREE TO THE TERMS OF THE AGREEMENT, COMPANY WILL NOT AND DOES NOT LICENSE THE SERVICES TO CLIENT AND YOU MUST NOT USE, ACCESS, DOWNLOAD OR INSTALL, AS APPLICABLE, THE SERVICES.

1. Definitions.

- a. "Accepted", "Accepts" and "Accepting" means the earlier of: (i) clicking on the "I ACCEPT" or "LOG IN" button (or other means provided for acceptance), or (ii) use of the Services, or (iii) signing the Order, or (iv) payment for the license to use Services in accordance with the terms of the Agreement, whichever is applicable.
- b. "Applicable Laws" means, collectively, all laws, rules, regulations, codes, ordinances or orders of any governmental or quasi-governmental authorities, industry standards, terms, and policies.
- c. "Authorized User" means Client's employees and, if applicable, such other third parties explicitly set out in the Order.
- d. "Client" means the Person identified in the Order as the licensee of the Services.
- e. "Company" means J.D. Power or its affiliate identified in the Order or providing the Services.
- f. "End Date" means the date of (i) the end of the Term set out in the Order, or (ii) the end of the prepaid term, or (iii) the end of any renewal term, or (iv) termination as permitted in the Agreement, whichever is applicable.
- g. "Fees" means the fees and expenses paid, or required to be paid, by Client for the license granted under the Agreement and any other fees or expenses set out in the Order, including without limitation, New Fees.
- h. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- i. "Order" means any order executed by the parties or invoice delivered by Company to Client, as applicable, that references this EULA for the license of Services.
- j. "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- k. "Services" means materials, software, platforms, content, user and technical manuals, data and other intellectual property for which Client is licensing as expressly set forth in the Order and/or the Product Terms.
- l. "Third Party" means any Person other than the Client or Company.

2. License Grant and Scope. Subject to Client's payment of the Fees and all restrictions set forth in Section 3 or elsewhere in the Agreement, Company hereby grants to Client a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to use, solely by and through its Authorized Users, the Services during the Term solely for Client's internal business purposes and as otherwise provided in the Order and/or the Product Terms. In addition, the parties agree that any user and technical manuals will only be used internally solely in support of the licensed use of the Services as set out herein. Certain Services may be subject to different or additional terms and conditions (a) located at www.jdpower.com/business/legal-product-terms as set out in the Order, and/or (b) available immediately prior to accessing the applicable Services ("Product Terms"), as applicable. If there is a conflict between the terms of the Agreement and the Product Terms, the Product Terms will prevail.

3. Restrictions. Except as permitted under the terms of the Agreement, Client and its Authorized Users shall not, directly or indirectly:

- a. use (including make any copies of) the Services beyond the scope of the license granted under Section 2 above;
- b. disclose, release, distribute or deliver to any Third Party the Services or any part thereof, or provide access or use of the Services, or any part thereof, to any Third Party;
- c. copy, modify, translate, adapt, or otherwise create derivative works or improvements of the Services or any part thereof;
- d. commingle the Services, or any content, data or information contained therein, with any other database;
- e. publish performance benchmark results from the Services or perform analysis, research or development of any kind on the Services;
- f. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source of or methods used to compile the Services or any part thereof;
- g. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Services, including any copy thereof;

- h. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Services including, without limitation, redistributing Company's proprietary data identifiers, codes or mapping tables, to any Third Party for any reason; or
- i. use the Services in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any Third Party, or is in violation of any Applicable Law, or utilize the Services, or any content, data or information contained therein, to create any products with functionality that is substantially similar to the Services.
4. **Updates.** Company may modify, change, update, substitute or enhance the Services, including content, structure and interfaces (each an "Update" and collectively, the "Updates"). Client agrees that all Updates will be deemed Services subject to all terms and conditions of the Agreement. Client further agrees to promptly implement all Updates made available to Client by Company.
5. **Term and Termination.** The Agreement will become effective as of the Effective Date and will remain in force until the End Date (the "Term"). If either party, or in the case of Client, its Authorized Users, are in breach of the Agreement, the non-breaching party may terminate the Agreement, provided that it has given the other party written notice of the breach and, if the breach is capable of cure, at least ten (10) days to cure. In addition, Company may, in its sole discretion, terminate the Agreement upon thirty (30) days' prior written notice to Client at any time. Upon termination or expiration of the Term, the rights and licenses granted under the Agreement will also terminate, and the Client shall cease using and destroy the Services, including all of Company's proprietary and confidential information described in Section 8 below, as well as any copies thereto (collectively, "Company IP"). No expiration or termination will affect Client's obligation to pay applicable Fees or entitle Client to any refund.
6. **Fees and Payment.** Client shall pay Company the Fees without offset, withholding or deduction. Unless otherwise explicitly agreed to in the applicable Order, payment is due thirty (30) days from the invoice date. If applicable, Company reserves the right to bill Client any amounts related to third party media fees in advance. If the Order or Product Terms, as applicable, provide for an automatic renewal, each automatic renewal will be on the same terms and conditions that existed prior to the renewal except that Company may increase the Fees (the "New Fees") effective as of the start of the next renewal term by giving Client at least forty-five (45) days' notice (email sufficing) prior to the expiration of the then current term. Client will have the right to terminate, in whole or in part, the Agreement with respect to the Services subject to the New Fees by providing written notice to Company within thirty (30) days of receipt of the notice of New Fees. All Fees and other amounts payable by Client under the Agreement are exclusive of taxes and similar assessments. Client agrees to pay all sales, use and excise taxes, and any other similar taxes, duties and charges related to the Services, other than taxes imposed on Company's income.
7. **Ownership.** Client acknowledges and agrees that the Company IP is provided under license, and not sold, to Client. Company retains its entire right, title, and interest in and to the Company IP and all Intellectual Property Rights arising out of or relating to such Company IP, including all upgrades, updates, enhancements, derivative works and modifications thereto, which are deemed part of the Company IP. Any Third Parties engaged by Company that contribute their information or software to any of the Company IP shall retain all Intellectual Property Rights, in and to their respective third-party information or software. Client shall gain no right, title or interest in the Company IP by virtue of the Agreement other than the limited licenses granted hereunder subject to all terms, conditions and restrictions under the Agreement. Client acknowledges that, to the extent the Services include access to data: (a) such Services are an original compilation protected by applicable copyright laws; (b) Company has dedicated substantial resources to collect, manage and compile such Services; and (c) such Services contain trade secrets of Company. In addition, Client agrees that nothing in the Agreement shall give Client any interest or license in any trademarks or service marks owned, or licensed, by Company or any other Third Party providing, displaying, or licensing data under the Agreement ("Marks"). Client agrees to refrain from using any Marks without the express written approval of Company.
8. **Confidentiality.** Client acknowledges that the Company IP contains proprietary and confidential information of Company and that unauthorized disclosure thereof will cause damage to Company. Client agrees that it and its Authorized Users shall take the same care to protect Company's proprietary and confidential information from unauthorized disclosure as it takes to safeguard Client's confidential information and this care will in no event be less than a reasonable degree of care. Without limiting the generality of the foregoing, Client agrees that the Company IP shall be accessible only to its Authorized Users with the need for access to perform their duties and shall only be used as authorized by the Agreement and for no other purpose. Client acknowledges and agrees that it is a violation of the Agreement for an Authorized User to log into the Company IP with a login ID and password that is not assigned to such Authorized User. Client agrees (a) that login ID and password credentials will be kept confidential, and (b) to immediately notify Company if the security of a login ID and/or password of an Authorized User has been compromised and/or if unauthorized access is suspected using a login ID and password issued to an Authorized User. Client will use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Services and to protect the Services from unauthorized access, disclosure, duplication, use, modification, or loss.
9. **Disclaimer of Warranty.** Although Company will use reasonable efforts to provide accurate and reliable Services under the Agreement, neither Company nor any of its licensors of information or software included in the Services warrants the adequacy or accuracy thereof. COMPANY AND ITS LICENSORS PROVIDE THE SERVICES AS IS AND HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE SERVICES 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.
10. **Limitation of Liability.** IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS (COLLECTIVELY, "COMPANY PARTIES"), BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICES OR FOR ANY LIABILITIES RESULTING FROM ANY INADEQUACIES, VIRUSES, ERRORS OR OMISSIONS RELATING TO THE SERVICES OR FROM THE LOSS OF CLIENT DATA OR FOR ANY OTHER REASON. IN NO EVENT WILL COMPANY PARTIES HAVE ANY LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, TO CLIENT 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 PARTIES,

EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE COMPANY PARTIES' COLLECTIVE AGGREGATE LIABILITY UNDER, OR IN CONNECTION WITH, THE AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID TO COMPANY PURSUANT TO THE AGREEMENT FOR THE SERVICES SUBJECT TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO SUCH CLAIM. ANY CLAIM MADE HEREUNDER BY CLIENT MUST BE BROUGHT DURING THE TERM OR WITHIN ONE (1) YEAR FOLLOWING THE EXPIRATION OR TERMINATION OF THE TERM.

11. **Indemnity.** Client will defend, indemnify and hold harmless Company from and against all claims, losses, damages, liabilities, judgments and expenses incurred by Company, including reasonable attorneys' fees, arising out of, related to, or in connection with Client's breach of this Agreement or use of the Services.

12. Other Terms

a. **Entire Agreement.** This EULA, together with any related Order, Product Terms, addendum, exhibit, attachment or document that references this EULA, constitute the complete, final and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. The provisions and terms of any purchase order or other agreement issued by Client will not in any way extend or modify the terms and conditions of the Agreement. If any provision of the Agreement is held invalid in a court of law, the remaining provisions will be construed as if the invalid provision were not included in the Agreement. If any terms contained in the applicable Order conflict with any of the terms contained in this EULA, the terms of this EULA shall prevail, unless such Order expressly provides that such terms contained therein shall prevail.

b. **Governing Law.** The Agreement is construed and governed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. Any dispute that arises under or relates to the Agreement (whether in contract, tort or both) commenced by either party shall be resolved in state or federal court in New York, New York, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

c. **Equitable Remedies.** Client and Authorized Users agree that Company may seek equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which Company is entitled at law or in equity.

d. **Assignment.** The Agreement may not be assigned or otherwise transferred by Client, in whole or in part, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Company. Company may assign the Agreement, in whole or in part, to any affiliate of Company or to any successor by acquisition or merger of Company or the Company business operations to which the Agreement relates. The parties' rights and obligations under the Agreement will bind and inure to the benefit of their permitted successors and assigns.

e. **Notice.** All notices, approvals, demands, or other communications under the Agreement required to be given by either party will be in writing. Notice will be sufficiently given when (i) mailed through a recognized courier company (i.e. FedEx, UPS, DHL), return receipt requested, to the addresses set forth in the applicable Order, or (ii) sent via email, such emails to be designated by each party to the other in writing within the applicable Order or to such new email as may from time to time be designated in writing by either party, and not rejected by the recipient's email account, and, with respect to Company, with a copy to legal@jdpa.com. Notices will be deemed effective upon receipt if delivery is confirmed by return receipt or other proof of delivery.

f. **Compliance with Laws.** Each party will comply with all Applicable Laws applicable to the Agreement, including, without limitation, anti-corruption and data privacy laws. Any information or content Client provides, or causes to be provided, to Company in connection with the Services was obtained in compliance with Applicable Laws, and Client has the right to share and disclose to Company such information for the purpose of providing the Services.

g. **Personal Information.** For purposes of this Agreement, "Personal Information" is defined as all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. When Company is a service provider, contractor, or processor as those terms are defined under applicable law, on Client's behalf, Company: (i) will not: (1) sell or share Personal Information; (2) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services as set forth in the Agreement; (3) retain, use, or disclose Personal Information for a commercial purpose other than providing the Services as set forth in the Agreement; or (4) retain, use, or disclose Personal Information outside of the direct business relationship between Client and Company; (ii) will (1) permit Client to monitor Company's compliance with this Agreement through measures, including ongoing manual reviews and automated scans and regular assessments, audits, or other technical and operational testing, at least once every twelve (12) months; (2) if Company engages any other person to assist it in processing Personal Information for a business purpose on Client behalf, or if any other person engaged by Company engages another person to assist in processing Personal Information for that business purpose, Company shall notify Client of that engagement, and the engagement shall be pursuant to a written contract binding the other person to observe all the requirements set forth in this section; and (3) notify Client of any breach of security, or any actual or reasonably suspected unauthorized use of, access to or disclosure of Personal Information in violation of this Agreement or any Applicable Laws; and (iii) certifies that it understands these restrictions and will comply with them.

h. **Export Regulation.** The Services provided under the Agreement may be subject to the export laws and regulations of the United States and/or other countries. Client agrees that it will not export, directly or indirectly, the Services, or any content, data or information contained therein, even if incorporated into other items, to any country for which an export license or other government approval is required without first obtaining such license or approval.

i. **Survival.** All terms that must survive termination in order to have their customary effect, including Sections 5 and 7 to 12, will survive termination or expiration of the Agreement.

j. **No Waiver.** No waiver under the Agreement is effective unless it is in writing, identified as a waiver to the Agreement, and signed by the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.

k. **Amending Agreement.** Please refer to the terms and conditions of this EULA and the applicable Product Terms regularly. Unless otherwise explicitly stated in the Order, Company may at any time and without prior notice revise these terms and conditions by updating this posting and modifying the “Dated” date at the beginning of this EULA. Upon such posting, the revised terms and conditions will be deemed to be a part of the Agreement. Client’s or Authorized User’s continued use of the Services following posting of changes to these terms and conditions signifies that Client and/or Authorized User, as applicable, accept such revisions.

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