



DATED: 02/2026

PRODUCT TERMS

Market Research - Vehicle Evaluation Terms

1. **Indemnity.** In addition to the indemnification provisions in the Agreement, Client will defend, indemnify and hold harmless Company, and any of its parent, affiliated or subsidiary companies, agents, subcontractors, and their respective officers, directors, agents and employees (collectively, the "Indemnitees") from and against all claims, losses, damages, liabilities, judgments and expenses incurred by Company, including reasonable attorney's fees and costs, arising out of any claim of:

- a. injury or death of persons (including, without limitation, any employee or employees of an Indemnatee or of Client or of the borrower of the vehicle or of any third party) due to the negligence or willful misconduct of Client; or
- b. loss of or damage to the property of any person or legal entity (including, without limitation, any property of any employee or employees of any Indemnitees or of Client or of the borrower of the vehicle or of any third party) due to the negligence or willful misconduct of Client; or
- c. any claim arising out of a borrower of the vehicle's use of the vehicle; or
- d. violation of any law, ordinance or regulation of any governmental authority by Client;

provided however, that the foregoing agreement to defend, indemnify and hold harmless will not apply to the extent that such claims, losses, damages, liabilities, judgments and expenses are attributable to the sole negligence or the willful or willful misconduct of an Indemnatee.

2. **Insurance.** While this Agreement is in effect, it is agreed that:

- a. Client will, at its sole cost and expense, secure and maintain the following insurance:
 - i. Workers' Compensation and Employer's Liability (or equivalent coverage outside the US): in compliance with the laws of the state(s) and/or country in which the work is to be performed or the country of hire, whichever is applicable.
 - ii. Commercial General Liability: Including contractual liability, completed operations and product liability, on an occurrence basis with personal injury and broad form property damage coverage included with a minimum limit of liability of \$1,000,000 bodily injury and property damage per occurrence.
 - iii. Automobile Liability: Including owned, non-owned, and hired car coverage for accident, bodily injury, and property damage, with a minimum limit of liability of \$1,000,000 each per occurrence.
 - iv. Umbrella/Excess Liability: in an amount of \$9,000,000 per occurrence.
- b. J.D. Power and its directors, officers, and employees will be named as an additional insured on each policy (except Workers' Compensation). All policies will be primary and non-contributory. All contractors and subcontractors are required to comply with the insurance requirements.
- c. Certificates of Insurance shall be delivered within ten (10) days of the date hereof and prior to any equipment, vehicles, or personnel being brought onto Company premises, upon renewal of each policy, and in accordance with the terms and conditions of this Agreement.
- d. Additional Insured wording shall be described on the certificate of insurance. Certificates of insurance are to be issued by a responsible carrier with an AM Best Rating of A-IX or better. Each certificate shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Company in the event of material alterations to, or cancellation of the coverage evidenced by such certificate at their address: J.D. Power, 320 E Big Beaver Rd Ste 500 Troy, MI 48083.

Market Research - Self-Deployment (J.D. Power Branding) Terms

1. **Background.**

- a. Company and Client have entered into the Agreement, pursuant to which Company is conducting one or more market research studies for Client (each a "Study") with respondent surveys to be deployed by Client (the "Deployment"). The questionnaire and related correspondence to the respondents will be branded either exclusively as "J.D. Power" or co-branded "J.D. Power" with the Client's brand.
- b. Both the federal government and various state governments maintain "do not call" lists prohibiting contact via telephone by businesses of individuals who do not wish to be contacted (the "Regulations"). Although market researchers are exempt from the Regulations, Company maintains, as a best practice, a list (the "Company Do Not Contact List") of respondent names and/or other personal information related to survey respondents ("Respondent Identifiable Information") who have notified Company that they do not wish to be contacted again for any reason (collectively, the "Company Information").

2. **License and Use.**

- a. Company grants Client a limited, revocable, royalty-free, non-exclusive license right to use the Company name and associated marks and logos (collectively, the "Marks") in connection with the branding of the questionnaire and related correspondence regarding the Study. Each use of the Marks by Client (including, without limitation, in the branding of the questionnaire) is subject to the prior written approval Company.

- b. Company grants Client a limited, non-exclusive license to access and use the Company Information solely and exclusively for the purpose to prevent the contact of respondents who do not wish to be contacted in connection with a Study.
- c. Client will not use the Company Information for any other purpose, including, without limitation, marketing to, tracking, monitoring, selling to, or influencing the activities, opinions or decisions of any of the respondents. Under no circumstance will Client use the Company Information for adding respondent or Respondent Identifiable Information to its or any third party's systems or databases.
- d. Client will remove from the research sample list associated with the Study any respondents included on its own "do not contact" list or on the Company Do Not Contact List. Client will not contact and will not cause any third party to contact any respondent on the Company Do Not Contact List for any reason whatsoever.
- e. Client will not disclose the Company Information to any third party for any reason; provided, however, that Client may, as strictly necessary for deploying the Study, disclose the Company Information to any of its subcontractors, suppliers or vendors who have agreed in writing to provisions regarding the Company Information no less restrictive than those in this Addendum. Client will use commercially reasonable efforts to keep the Company Information as secure as its other confidential and protected Client information. Client will destroy (and will cause its subcontractors, suppliers, and vendors to destroy) the Company Information immediately after supplementing its own "do not contact" list, or immediately after screening the Study respondent list against the Company Do Not Contact List, if Client does not have its own "do not contact" list.

3. **Indemnity.** In addition to the indemnification provisions in the Agreement, Client will indemnify, defend, and hold harmless Company from and against all claims, losses, damages, liabilities, judgments and expenses, including reasonable attorney's fees and costs, arising out of the Deployment or breach of Section 2 of this Addendum.

4. **Disclaimer of Warranties.** CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY INFORMATION IS PROVIDED "AS IS" AND THAT NEITHER COMPANY NOR ANY OF ITS REPRESENTATIVES HAS MADE OR WILL MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE ACCURACY OR COMPLETENESS OF THE COMPANY INFORMATION.

Market Research - Self-Deployment (No J.D. Power Branding) Terms

1. Background.

- a. Company and Client have entered into the Agreement, pursuant to which Company is conducting one or more market research studies for Client (each a "Study") with respondent surveys to be deployed by Client (the "Deployment").
- b. Both the federal government and various state governments maintain "do not call" lists prohibiting contact via telephone by businesses of individuals who do not wish to be contacted (the "Regulations"). Although market researchers are exempt from the Regulations, Company maintains, as a best practice, a list (the "Company Do Not Contact List") of respondent names and/or other personal information related to survey respondents ("Respondent Identifiable Information") who have notified Company that they do not wish to be contacted again for any reason (collectively, the "Company Information").

2. License and Use.

- a. Company grants Client a limited, non-exclusive license to access and use the Company Information solely and exclusively for the purpose to prevent the contact of respondents who do not wish to be contacted in connection with a Study.
- b. Client will not use the Company Information for any other purpose, including, without limitation, marketing to, tracking, monitoring, selling to, or influencing the activities, opinions or decisions of any of the respondents. Under no circumstance will Client use the Company Information for adding respondent or Respondent Identifiable Information to its or any third party's systems or databases.
- c. Client will remove from the research sample list associated with the Study any respondents included on its own "do not contact" list or on the Company Do Not Contact List. Client will not contact and will not cause any third party to contact any respondent on the Company Do Not Contact List for any reason whatsoever.
- d. Client will not disclose the Company Information to any third party for any reason; provided, however, that Client may, as strictly necessary for deploying the Study, disclose the Company Information to any of its subcontractors, suppliers or vendors who have agreed in writing to provisions regarding the Company Information no less restrictive than those in this Addendum. Client will use commercially reasonable efforts to keep the Company Information as secure as its other confidential and protected Client information. Client will destroy (and will cause its subcontractors, suppliers, and vendors to destroy) the Company Information immediately after supplementing its own "do not contact" list, or immediately after screening the Study respondent list against the Company Do Not Contact List, if Client does not have its own "do not contact" list.

3. **Indemnity.** In addition to the indemnification provisions in the Agreement, Client will indemnify, defend, and hold harmless Company from and against all claims, losses, damages, liabilities, judgments and expenses, including reasonable attorney's fees and costs, arising out of the Deployment or Client's breach of Section 2 of this Addendum.

4. **Disclaimer of Warranties.** CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY INFORMATION IS PROVIDED "AS IS" AND THAT NEITHER COMPANY NOR ANY OF ITS REPRESENTATIVES HAS MADE OR WILL MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE ACCURACY OR COMPLETENESS OF THE COMPANY INFORMATION.

Market Research - BryterCX Terms

1. **Background.** Client is purchasing its subscription to the BryterCX Journey Management Suite (the "BryterCX Platform") pursuant to one or more Orders under the Agreement from Company, an authorized reseller of ClickFox, Inc. (dba BryterCX) ("BryterCX").

2. **Limited Use.** Client shall not copy or use the BryterCX Platform except as expressly set forth in the Agreement.
3. **Ownership.** Client acknowledges and agrees that BryterCX or its suppliers own all right, title and interest in the BryterCX Platform, including all intellectual property rights therein and thereto. Except as otherwise expressly stated in the Agreement, Client does not acquire any rights, express or implied, in the BryterCX Platform.
4. **Reverse Engineering.** Client shall not cause or permit the modification, reverse engineering, decompilation, disassembly or other translation of the BryterCX Platform, except as, and solely to the extent, expressly permitted by applicable law.
5. **Third-Party Beneficiary.** Client agrees that (a) BryterCX is a third-party beneficiary to the Agreement; and (b) such provisions are made expressly for the benefit of BryterCX and are enforceable by BryterCX in addition to Company.
6. **No Warranty.** Client disclaims on behalf of BryterCX and BryterCX's suppliers any and all warranties, express, implied and statutory, with respect to the BryterCX Platform, including without limitation any implied warranties of non-infringement, satisfactory quality, merchantability or fitness for a particular purpose.
7. **Limitation of Liability.** Client agrees that neither BryterCX nor its suppliers shall be liable to Client for any special, indirect, incidental, or consequential damages, or damages for loss of profits, savings, revenue, use, damaged files or data, or business interruption, regardless of how arising, regardless of the cause of action, in tort, contract or otherwise, and regardless of whether advised beforehand of the possibility of such damages.
8. **Audit Rights.** Upon request, Client will provide Company with all assistance and information required to enable Company to determine whether Client is in compliance with the Agreement.
9. **Use of Brands.** Client and BryterCX may use the other party's name, trade name, trademarks and icons (collectively, the "Brands") solely in connection with the BryterCX Platform provided hereunder and only for so long as the Agreement remains in effect. In the event that a party notifies the other party of any incorrect usage of its Brands, the notified party shall promptly correct such usage. All use of a party's Brands by the other party shall inure to the benefit of the party owning the Brands and such owning party shall be the sole party entitled to register its Brands.
10. **User Data.** Client will not provide BryterCX or any party acting on BryterCX's behalf with any Personally Identifiable Information (PII). Client will ensure that any and all PII is removed / redacted / hashed prior to sending any such data to BryterCX or any party acting on BryterCX's behalf.
11. **Feedback.** Client grants BryterCX a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services, any suggestions, enhancement requests, recommendations or other feedback provided by Client, relating to the features and functions of the BryterCX Platform ("Client Feedback"). For clarity, all Client Feedback is voluntary, solely at Client's discretion and are provided to BryterCX on an "AS IS" basis. At no time will any Client Feedback as used by BryterCX contain any Confidential Information or be used or displayed in any way that identifies or permits identification of Client.

Market Research – Medallia Terms

1. **Parties to the Agreement.** Client is purchasing its subscription to the Medallia Experience Cloud pursuant to one or more Orders under the Agreement from Company, an authorized reseller. Client is not entering into a contract with Medallia, Inc. ("Medallia") and will have no rights to enforce any obligation under the Agreement against Medallia.
2. **Solution Warranty.** Medallia has provided Company with an express warranty that the Medallia Experience Cloud will function in a manner consistent with Medallia's published product description as modified from time to time to reflect improvements, additions, and sunsets. OTHER THAN THE EXPRESS WARRANTY, MEDALLIA PROVIDES THE MEDALLIA EXPERIENCE CLOUD TO COMPANY FOR RESALE "AS IS," MAKING NO WARRANTY OF ANY KIND EXPRESS OR IMPLIED WITH REGARD TO THE MEDALLIA EXPERIENCE CLOUD, AND DISCLAIMING ALL OTHER WARRANTIES, SUCH AS: (A) ANY WARRANTY THAT THE MEDALLIA EXPERIENCE CLOUD WILL BE ERROR FREE OR UNINTERRUPTED; AND (B) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
3. **Use of the Medallia Experience Cloud.** Client will access the Medallia Experience Cloud only for its internal business purposes and will use industry standard practices to restrict the use of each username/password pair to the individual to whom it has been assigned. Client will use the Medallia Experience Cloud only in a manner that complies with law and regulation (such as data privacy laws related to consumer consent to be contacted) and its third-party agreements (such as Client's privacy policy and the terms of use of third-party consumer review websites).
4. **Feedback.** If Client communicates feedback about the features and functionality of the Medallia Experience Cloud to Medallia, Client will grant Medallia a worldwide, perpetual, irrevocable, royalty-free license to that feedback.

Market Research – VIN Information

1. The Services may include syndicated market research studies that incorporate respondent-level Vehicle Identification Number ("VIN Information"). Client agrees that it: (i) will narrowly restrict the employees and contractors given access to VIN Information for use only to evaluate, as applicable, (A) vehicle quality, manufacturing and production issues and (B) brand and dealership sales and service performance, planning and customer satisfaction (collectively, the "Permitted Purpose"); (ii) will not, and will take diligent and reasonable measures to ensure that its employees and contractors will not, use VIN Information to determine the identity or contact the owner of any vehicle or make any notation on a consumer's owner record in any way linked to the VIN Information; and (iii) will take diligent and reasonable measures to prevent VIN Information from being linked to the identity of specific owners.
2. Client acknowledges that the data collected about vehicles is based on the responses from respondents which are incorporated in the VIN Information and that equipment and accessories present or reported present in a specific vehicle owned by a respondent may differ

from the equipment and accessories present in that vehicle when the VIN was assigned by the manufacturer for a variety of reasons including, without limitation, (a) equipment or accessories added, modified or removed by the dealer, (b) equipment or accessories added, modified or removed by the respondent or (c) error, confusion or differences in perception by the respondent when identifying equipment or accessories in responses to Company.

3. The obligations in this paragraph apply with respect to personal information that is subject to the California Consumer Privacy Act as replaced by the California Privacy Rights Act ("CCPA"). Client agrees that: (1) the VIN Information is disclosed by Company only for the Permitted Purpose and Client will use it only for the Permitted Purpose; (2) Client shall comply with applicable obligations under CCPA and provide the same level of privacy protection as is required of businesses by CCPA; (3) Client has the right to take reasonable and appropriate steps to ensure that Client uses the personal information in a manner consistent with Company's obligations under CCPA; (4) Client shall notify Company if it makes a determination that it can no longer meet its obligations under CCPA; and (5) Company has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of the personal information.

4. Client acknowledges that Texas Transportation Code §730.013 and 43 TAC §§217.126, 217.127 & 217.128 ("Texas Code"), invokes legal obligations for all authorized data recipients. This Agreement doesn't allow for any further redisclosure of personal information, but if Client does, Client has a legal obligation under the TX Code to inform all persons to whom Client rediscloses personal information to, of their legal obligation under the Texas Code. Any violation of the aforementioned requirements may result in a misdemeanor offense and the assessment of a significant fine(s).

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