Dated: 02/2026

MASTER LICENSE AND SERVICES AGREEMENT (LICENSING ONLY)

Unless otherwise provided in an Order (as defined below), the client listed on the Order ("Client") and the J.D. Power affiliate listed on the Order ("Company") accept and agree to be bound by this Master License and Services Agreement (Licensing Only) ("Agreement"), as of the effective date of the Order ("Effective Date").

1. **Services**
   a. This Agreement establishes the terms and conditions by which Company, or an affiliate identified on an Order, grants Client a non-exclusive license and specific use(s) of certain Company products and/or services ("Services"), which is described in a statement of work, order form or similar ordering document that references this Agreement (each an "Order"). The Services are comprised of materials that Company owns or has a right to license ("Licensed Works"), including software and software platforms, content, data and other intellectual property. If a Company affiliate is identified on an order, all references to Company in this Agreement shall be deemed to refer to such affiliate, and such affiliate will be responsible for obligations and liability related to the Order.

2. **Term**
   a. Subject to the termination rights set forth below, this Agreement will commence on the Effective Date and will expire at the end of the period specified in the Order unless the Order specifically allows for automatic renewal ("Initial Term"), in which case, this Agreement will automatically renew for consecutive one (1) year terms (each a "Renewal Term" and, together with the Initial Term, the "Term") unless either party gives written notice of termination to the other party not less than sixty (60) days prior to the end of the then current term, in which event the Initial Term or Renewal Term, as applicable, will terminate on the last day thereof. Unless otherwise agreed to by the parties in writing, any open Order existing at the time the Term expires will not terminate but will remain active and continue to be governed by this Agreement until the Order expires or terminates according to its terms.
   b. If either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement, including all Orders, 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. Upon termination or expiration of this Agreement or an Order, as applicable, the rights and licenses granted to Client to the applicable Licensed Works shall terminate, except as otherwise expressly provided in an applicable Order.

3. **Fees and Payment**
   a. Client shall pay Company the fees and expenses ("Fees") set forth in the applicable Order without offset, withholding or deduction. Payment is due thirty (30) days from the invoice date. All Fees and other amounts payable by Client under this Agreement and the Order 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.
   b. Each automatic renewal will be on the same terms and conditions as existing 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 thirty (30) days' notice (email sufficing) prior to the expiration of the then current Term. Client will have the right to terminate the Order with respect to the Services subject to the New Fees at the expiration of the then current Term by providing written notice to Company within thirty (30) days of receipt of the notice of New Fees.
   c. 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. Company may suspend Services if Fees are not paid when due after providing five (5) business days' notice to Client.
   d. Company may audit Client to assure compliance with the terms of this Agreement during the Term and three (3) years thereafter. Client will fully cooperate with Company in connection with such audits and will provide Company or obtain for Company access to such records and personnel as Company may reasonably require for such purpose. Client will pay for the costs of the audit if the audit determines that (i) Client's underpayment equals or exceeds five percent (5%) for the period covered by the audit or (ii) Client materially breached this Agreement.
   e. Client will notify Company in writing of any dispute with any invoice within sixty (60) days from the date of such invoice. Client waives the right to dispute any charges not disputed within such sixty (60) day period.

4. **License, Ownership and Restriction on Use**
   a. If provided for in an Order, Client is granted a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to use the Licensed Works during the period provided in the applicable Order (the "Use Period") solely for Client's internal business use (which does not include the right to derive product(s)) and as otherwise provided in the Order (collectively, the "Permitted Use").
   b. Client may not directly or indirectly use or display the Company trademarks or service marks (collectively, the "Marks" and each, a "Mark") unless expressly provided in an Order (the "Permitted Branding").
   c. Company and its licensors retain all right, title and interest, including all copyright, patent, trade secret, trademark, and any other intellectual property rights, in and to the Licensed Works, including all upgrades, updates, enhancements, derivative works and modifications thereto (collectively, "Intellectual Property Rights"), which are deemed part of the Licensed Works. Client shall gain no right, title or interest in the Licensed Works by virtue of this Agreement other than the limited non-exclusive licenses granted hereunder. Client acknowledges that, to the extent the Licensed Works include access to data: (a) such Licensed Works are an

original compilation protected by applicable copyright laws; (b) Company has dedicated substantial resources to collect, manage and compile such Licensed Works; and (c) such Licensed Works contain trade secrets of Company.

d. Unless otherwise stated in this Agreement or the applicable Order, the Licensed Works may be used and accessed solely by Client's employees and, if applicable, such other parties provided for in an Order ("Authorized Users") in each case subject to the terms and conditions of this Agreement and the applicable Order. Client will not disclose, release, distribute, or deliver the Licensed Works, or any portion thereof, to any third party other than Authorized Users without Company's prior written consent. Client will use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Licensed Works and to protect the Licensed Works from unauthorized access, disclosure, duplication, use, modification, or loss.

e. Client agrees to use the Licensed Works only for the Permitted Use by Authorized Users. For the avoidance of doubt, except as expressly authorized under this Agreement or the applicable Order, Client agrees not to (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, link to, transfer, or otherwise make available the Licensed Works including, without limitation, redistributing Company's proprietary data identifiers, codes or mapping tables; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of or methods used to compile the Licensed Works; (iii) remove any proprietary notices included in the Licensed Works; (iv) use the Services in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any party, or that violates any Applicable Law; (v) copy, modify, or create derivative works of the Licensed Works; (vi) utilize the Licensed Works to create any products with functionality that is substantially similar to the Licensed Work, (vii) use the Licensed Works in any manner that does, or could potentially, undermine the security of the Licensed Works or interfere with, modify, delay, disable or negatively affect any features, functionality or security controls of the Licensed Works, or (viii) use the Licensed Works in a manner that exceeds reasonable request volumes or constitutes excessive or abusive usage.

f. Client grants to Company the right to aggregate and use data and information related to Client's use of the Services, including to compile statistical and performance information related to the provision and operation of the Services, provided that Company does not identify Client or any of Client's customers. If Client chooses to give Company feedback, such as suggestions to improve the Services, Company may act on Client's feedback without obligation to Client.

g. Certain Services may be subject to different or additional terms and conditions located at www.jdpower.com/business/legal-product-terms ("Product Terms"). If there is a conflict between the terms of this Agreement and the Product Terms, the Product Terms will prevail.

h. Any Services, used by, for, or on behalf of the U.S. Government are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (b)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Company.

5. **Confidentiality**

a. "Confidential Information" means any information that is disclosed in confidence in relation to this Agreement which a party designates as confidential or would reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding disclosure, including, in the case of Company, the Licensed Works.

b. The receiving party will: (i) hold Confidential Information in strict confidence and take reasonable precautions to protect the Confidential Information, including all precautions the receiving party employs with respect to its own confidential materials of a similar nature; and (ii) not divulge any Confidential Information to any third party other than to its employees and Authorized Users (for Client) and employees, affiliates and contractors (for Company) ("Representatives") with a legitimate "need to know" the Confidential Information in connection with the performance of its obligations under this Agreement. The receiving party is responsible for its Representatives' compliance with the terms of this Agreement.

c. Confidential Information does not include any information that: (i) is or becomes publicly known or available without the receiving party's breach of this Agreement; (ii) is, at the time of disclosure, already known to the receiving party as evidenced by written records; (iii) is obtained from a third party that the receiving party reasonably believes is without restriction on disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

d. Confidential Information may be disclosed by the receiving party to the extent required by valid subpoena, court order or other legal process, provided that the receiving party: (i) gives prompt notice to the disclosing party to the extent permitted by Applicable Law; (ii) provides reasonable assistance in obtaining an order protecting or restricting the information from disclosure; and (iii) such disclosure is limited to the minimum extent necessary to comply with the legal requirement.

e. Upon written request by the disclosing party, the receiving party will: (i) cease using the Confidential Information; (ii) return to the disclosing party or destroy the Confidential Information and all copies, notes or extracts thereof; and (iii) upon request of the disclosing party, confirm in writing that receiving party has complied with these obligations. Notwithstanding the foregoing, the receiving party may retain copies of Confidential Information (x) that are stored on the receiving party's IT backup and disaster recovery systems until the ordinary course deletion thereof or (y) for purposes of legal or regulatory compliance or for use in pursuing, defending and/or resolving a claim arising under this Agreement. Such retained Confidential Information will continue to be bound by the confidentiality obligations of this Agreement.

6. **Disclaimer of Warranty**. Although Company will use reasonable efforts to provide accurate and reliable Services under this Agreement, Company does not warrant the adequacy or accuracy thereof. COMPANY PROVIDES 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.

7. **Indemnity**
    a. Company will defend, indemnify and hold harmless Client from and against all claims, losses, damages, liabilities, judgments and expenses, including reasonable attorney's fees and costs (collectively, "Claim"), incurred by Client arising out of any third-party Claim against Client that the Licensed Works, if used by Client in accordance with the terms of this Agreement, infringe any intellectual property right of a third party. In the event of such Claim, Company will have the right to terminate this Agreement with respect to the allegedly infringing portion of the Services by giving written notice to Client and by refunding to Client the pro rata share of any prepaid charges relating to such infringing portion of the Services.
    b. Client will defend, indemnify and hold harmless Company from and against all Claims incurred by Company arising out of, related to, or in connection with Client's breach of this Agreement or use of the Services.
    c. Prompt notice must be given of any Claim, and the indemnifying party may select counsel of its choice that is reasonably acceptable to indemnified party. The indemnifying party will not enter into any settlement that imposes any liability or material obligation on the indemnified party without such party's prior written approval.

8. **Limitation of Liability**. Company will have no liability to Client for any damages resulting from any interruptions, delays, inadequacies, errors or omissions relating to the Services covered hereby. IN NO EVENT WILL COMPANY 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, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY TO CLIENT FOR ANY DAMAGES WITH RESPECT TO THE SERVICES PROVIDED UNDER ANY APPLICABLE ORDER WILL NOT EXCEED THE AGGREGATE TOTAL FEES PAID BY CLIENT TO COMPANY UNDER THE ORDER GIVING RISE TO SUCH CLAIM.

9. **Other Terms**
    a. **Entire Agreement**. This Agreement, together with any related Order, addendum, exhibit, or attachment that is governed by this Agreement or any document executed by the parties that references this Agreement, 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 this Agreement. If any provision of this Agreement is held invalid in a court of law, the remaining provisions will be construed as if the invalid provision were not included in this Agreement. No modification or rescission of this Agreement will be binding unless executed in writing by both parties. If any terms contained in an Order conflict with any of the terms contained in this Agreement, the terms of this Agreement shall prevail, unless the Order expressly provides that such terms contained therein shall prevail.
    b. **Governing Law and Remedies**.
        i. <u>If Company is a U.S. entity</u>: This Agreement will be governed by 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 this 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 hereby expressly and irrevocably waive any jurisdictional and/or right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. The parties may seek equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.
        ii. <u>If Company is a Canadian entity</u>: This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein, without regard to the conflicts of law rules of such jurisdiction. If any provision of this Agreement is held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement. Any dispute that arises under or relates to this Agreement (whether in contract, tort or both) commenced by either party shall be exclusively resolved in provincial or federal court in Toronto, Ontario, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. The parties may seek equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity
    c. **Assignment**. This Agreement may not be assigned or otherwise transferred by Client, in whole or in part, without the prior written consent of Company. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their permitted successors and assigns. Unless otherwise agreed to in writing by the parties, Fees are subject to increase upon: (x) an assignment of this Agreement; or (y) a change of control, merger, consolidation, combination, or reorganization involving Client, or (z) an acquisition by Client, if any such event results in an increase or expansion of Service usage. If Client acquires the shares or the assets containing the license agreement of a business or entity that is also a then-current client of Company (an "Acquired Current Business"), Company may, in its sole discretion, adjust the Fees of any applicable Order to reflect the then-current fees payable (if fixed) or paid (if transaction-based) to Company by such Acquired Current Business during the prior twelve (12)-month period under its then-current Client agreement with Company (the "Acquired Current Business License Fee").
    d. **Force Majeure**. Except for the Client's payment obligations that cannot be excused for any reason whatsoever, including for an event of "force majeure", any delay or failure of either party to perform its obligations will be excused for the period of, and to the extent caused by, an event or occurrence beyond the reasonable control of such party. A "force majeure" event may include, but is not limited to, earthquake, fire, storm or other natural disaster, act of God, civil disturbance, communication line failures and data availability interruptions not the fault of the affected party, changes in law which adversely impact the provision of Services, act of terrorism, or war. The affected party will give written notice of such delay or failure to perform to the other party within seven (7) days of the force majeure event.
    e. **Notice**. All notices, approvals, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes when mailed through a recognized courier company (i.e. FedEx, UPS, DHL), return receipt requested and effective on receipt, if delivery is confirmed by return receipt or other proof of delivery. Notices must be delivered to the addresses set forth above or as set out in an Order, as applicable. Notices to Company will be directed to the attention of the Legal

Department. Either party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

f. **Compliance with Laws**. Each party will comply with all laws, rules, regulations, industry standards, terms, and policies ("Applicable Laws") applicable to this 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 this Agreement was obtained in compliance with Applicable Laws, and Client has the right to share and disclose to Company such information for the purposes set out in this Agreement.

g. **Privacy**. If Company is a US entity: 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. **Survival**. All terms that must survive termination in order to have their customary effect, including Sections 3 to 9, will survive termination or expiration of this Agreement.

i. **Language**. If Company or Client is a Canadian entity: It is the express wish of the parties that this Agreement and all related documents be drafted in the English language. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tout avis qui s'y rattache, soient rédigés en anglais.

j. **Relationship of the Parties**. The parties are independent contractors pursuant to this Agreement. Unless specifically provided herein, this Agreement shall not be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Unless specifically provided herein, neither party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. Unless explicitly stated that there is a third-party beneficiary, nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity.

k. **No Waiver**. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this 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.