

Mazda Data Sharing and Confidentiality Agreement

Background

The authorized Mazda dealership ("Dealer") in consideration of (a) Dealer's desire to obtain the benefits of participation in connection with the Mazda Digital Certified program offered to the Dealer, (b) the benefits to Dealer obtained by Dealer's utilization of market analysis data, customer experience program data, and such other programs as are further described herein below, Dealer desires and requests to submit certain data and information through Dealer's Customer Relationship Management System ("CRM") to Mazda and to Mazda's selected third-party program services providers ("Service Providers") for purposes of facilitating the evaluation, collection, cleansing and normalization of relevant Mazda Dealer data.

In consideration of the foregoing, Dealer hereby agrees as follows:

- 1. CRM Provider Authorization and Lead Data Reporting Services.** Dealer agrees and consents to provide Dealer's CRM data for purposes of generation of lead disposition reports from third party retail contracts and non-Mazda sponsored dealer websites ("Lead Reporting Data"). In addition, Dealer agrees and consents to provide Dealer's CRM data for the purpose of enabling Mazda and certain other third party Service Providers to evaluate Dealer CRM data, including but not limited to data elements evidencing customer showroom and "walk-in traffic" into Dealer's place of business, customer telephone sales inquiries and other such customer data as to enable Mazda to assess overall market demand for the Mazda brand. Mazda shall provide Dealers with analysis and evaluation of Lead Reporting Data including but without limitation as follows: (1) lead response times by Dealer; (2) analysis with respect to the effectiveness of Dealer's online communication for lead generation and conversion rates by Dealer; (3) comparison of Dealer's conversion rates to regional and national averages for similarly situated Dealers (4) evaluation and assessment of overall market demand for the Mazda brand.
- 2. Mazda Access to Dealer CRM.** Mazda shall work to integrate Dealer's CRM system and Mazda's enterprise lead management solution for purposes of allowing Mazda and Mazda's Service Providers access to Dealer's CRM data. Without limiting the foregoing, Dealer agrees to provide Mazda with direct access to Dealer's CRM for the purposes of assisting Dealer in the evaluation of Lead Reporting Data. Dealer authorizes Mazda to obtain the Lead Reporting Data from Dealers' CRM. Dealer acknowledges that the generation of Lead Reporting Data and the provisioning of the Lead Reporting Services (as defined below in Section V) by Mazda are for the mutual benefit of the Dealer and Mazda. Dealer acknowledges that Lead Reporting Data, and the Lead Reporting Services are desired and necessary as provided by Mazda for purposes of allowing Dealer to analyze certain operational data and for purposes of evaluating the effectiveness of Dealer's performance with respect to Dealer's lead generation and lead conversion.
- 3. Use of CRM Data by Mazda.** Mazda shall analyze and utilize the Lead Reporting Data as follows: (1) De-duplication of data between Mazda provided lead data and Dealer obtained lead data; (2) Evaluation of credits due for charges related to the forwarding of duplicate lead data by Mazda to Dealer which were previously received by Dealer (3) integration of Dealer Lead Reporting Data into Mazda's reporting tool for purposes of providing Dealer with key performance indicators; (4) analysis of Lead Reporting Data to determine suitability of other Mazda's programs for which Dealer may find beneficial to offer to Dealer's customer; (5) evaluation of Lead Reporting Data to determine the benefit of the engagement of third party lead providers and to allow Mazda to optimize the Lead Reporting Data on behalf of Dealer; (6) enrichment of leads generated by Mazda in anticipation of distribution to Dealers. All of the above described analysis and evaluation shall be collectively referred to as the ("Lead Reporting Services").
- 4. Retention of CRM Data by Mazda.** Dealer acknowledges and agrees that Mazda shall be authorized to retain Lead Reporting Data in Mazda's CRM of record and Lead Reporting Tool of record for as long as required for Mazda's business purposes. Mazda shall provide Dealer access only to Dealer's specific Lead Reporting Data and Lead Reporting Tool of record and shall not provide access to such customer data to any other Dealer.
- 5. Transfer of CRM Data by Mazda to Third Parties.** Mazda shall be authorized to permit access to or transfer of the Lead Reporting Data to any third parties as necessary to provide the Lead Reporting Services as set forth in this Section 7.
- 6. Dealer Programs.** For the purposes of this Agreement, the Dealer agrees and consents to Service Providers delivering reports related to the Dealer Programs, including the following active Dealer Programs, to Mazda. This list will vary based on the Dealer's participation in specific Dealer Programs, and may be changed by Mazda with written notice to the Dealer:

- i. Mazda Digital Certified Program (MDCP)
 - ii. Mazda Co-op Advertising Program (MCAP)
 - iii. Mazda Brand Performance Program (MBEP)
 - iv. Mazda Dealers Online (MDOL)
 - v. Mazda Analytics Dashboard
 - vi. Mazda Customer Experience (MCE)
 - vii. Customer Relationship Management
7. **Form of Reports.** Unless otherwise agreed to in writing with Dealer, Dealer has not provided permission or consent for Dealership Data to be provided by Service Providers to Mazda, except in the Form of Reports related to the Dealer Programs. For the purposes of clarification, Form of Reports shall mean Dealership Data that has been consolidated and repurposed from existing Dealership Data but cleansed and normalized so as to be aggregated or in a composite form which cannot otherwise easily be reconstituted so as to otherwise not be easily identifiable as to the original source or form of Dealership Data. Dealership Data shall be in a form as set forth in Appendix A of this Agreement.
8. **Term, Expiration and Termination.** This Agreement, and the consents and authorizations contained herein, shall be effective as of the Effective Date and shall continue in effect unless amended by the parties. Mazda reserves the right to terminate the programs listed in Section 8 of this Agreement upon reasonable prior notice to Dealer.
9. **Dealer Compliance.** Dealer warrants and represents that all Dealership Data and CRM Data provided hereunder has been rightfully obtained, with all necessary consents from customers, if required under applicable law, and provided to Mazda and Service Providers in accordance with the terms of this Agreement, Dealer's privacy policy, any notifications provided to Dealer's customer or consumers in accordance with privacy notifications as may be applicable or required under GLBA and all other applicable statutes, rules, and regulations related to the use of personally identifiable information and data privacy.
10. **Third Party Service Provider Compliance.** With respect to the transfer of any Dealership Data or Lead Reporting Data to the extent that any of the data elements constitutes any Non-public Personal Information (NPPI) as that term is defined under Gramm-Leach-Bliley Act ("GLBA"), Mazda shall request Service Provider provide Dealer a Service Provider Agreement containing the appropriate representations and warranties of the individual Service Provider consistent with the requirements of the service provider exception under §313.13 of the regulations implementing GLBA for Dealer's signature.
11. **Data Integrity.** Dealer shall ensure that all Dealership Data or Lead Reporting transferred to Mazda and Service Provider is accurate and correct.
12. **Technical Resources.** At Mazda's reasonable request, Dealer will make the technical resources required available in order to carry out the terms of this Agreement.
13. **Security.** Dealer and Mazda shall each use commercially reasonable efforts to adopt the appropriate administrative, physical and technical security and access controls measures to safeguard and maintain the confidentiality and security of the Dealership Data and Lead Reporting Data. All data transmission over the open internet between the Dealer CRM and the Service Providers shall be encrypted. In designing and carry out these programs, Mazda shall use best efforts in obtaining reasonable assurances from its Service Providers that Service Providers will maintain the security and integrity, and confidentiality of all data and information in the CRM in accordance with best practices in the industry. Mazda will use commercially reasonable efforts to insure that no Dealer specific information will be disclosed to any third parties outside of Mazda or Service Providers. Mazda will use best efforts to ensure that no customer information provided by the Dealer will be disclosed to any other Mazda Dealer. Moreover, any and all Dealer Data or any other disclosures to other Mazda dealers gathered by Mazda will be on a "composite" basis only.
14. **Miscellaneous.** This Agreement is not intended, nor shall it be construed, to create or convey any right in or upon any person or entity not a party to this Agreement. Neither party shall be liable to the other party for any indirect consequential, incidental, punitive or special damages, including lost profits arising out of, or in conjunction with the performance of the Agreement hereunder, nor any deletion, correction, destruction, damage, loss of Dealership Data, or failure by the Dealership to store or back-up any Dealership Data, whether arising in tort, contract or otherwise. This Agreement may not be amended except in a writing signed by both parties. Written requests to modify this agreement must be submitted to Mazda at least 30 days prior to requested amendment date. Any changes to this agreement by Mazda will be communicated to all Mazda Dealers at least 30 days in advance of the effective date of the change(s). This Agreement may not be assigned or transferred by Dealer, in whole or in part, without the prior written approval of Mazda. Any attempted transfer or assignment without Mazda's prior written approval will be void. Failure to insist on compliance in one or more instances by the other party does not operate as a continuing waiver of the provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one single agreement. A party's facsimile signature to this Agreement delivered to the other party shall be sufficient to bind such party to this Agreement.