

## END USER LICENSE AGREEMENT

### REPUTATION.COM SERVICE AGREEMENT

This Service Agreement governs the provision of the subscription services (the "Services") described in the Enrollment Form or other ordering document (the "Proposal") to be provided by Reputation.com (the "Company") to an enrolling Nissan Dealer (the "Dealer").

#### 1. LICENSE GRANT AND RESTRICTIONS

**1.1 Proprietary Rights.** All intellectual property rights in and to the Services and any user documentation related thereto are owned by Reputation.com, including, but not limited to, patents, copyrights, trade secrets, and trademarks.

**1.2 License Grant.** Upon Company's acceptance of Dealer's order and for the duration of the Services term defined in the Service Proposal, Dealer shall have the nonexclusive, non-assignable (except as set forth in Section 9.6 below), royalty free, worldwide limited right to access and use the Services solely for its internal business operations and subject to the terms of the Agreement. Dealer may allow its employees to use the Services for this purpose and Dealer is responsible for its employee compliance with the Agreement.

**1.3 License Restrictions.** The licenses granted to Dealer in this Service Agreement does not include any right to: (a) damage, disable, or impair the Services or the network(s) connected thereto; (b) copy a Service or any part, feature, function or user interface thereof (c) to modify, reroute, create derivative works of, derive the source code of, reverse engineer, disassemble or tamper with Services, or attempt to do any of the foregoing; (d) permit direct or indirect access to or use of any Services by a third party, (e) take any action that imposes an unreasonably or disproportionately large burden on Company's infrastructure; (f) violate any local, state, federal or other applicable consumer privacy regulations or applicable law or violate the rights of any third party (including, without limitation, rights of privacy or proprietary rights); (g) disable or circumvent any security features of the Company's products or Services; or (h) cause or permit any third party to do any of the foregoing.

**1.4 Reservation of Rights.** All rights not expressly granted to Dealer in this Agreement are reserved to Company. No additional rights whatsoever (including, without limitation, any implied licenses) are granted to Dealer by implication, estoppel or otherwise. Dealer does not, by virtue of this Service Agreement or any Proposal or otherwise, acquire any ownership interest or rights in the Services, any Company trademarks or service marks, or any other Company technology, software (including third party technology and software) or intellectual property, except for the limited use and access rights described herein.

#### 2. WARRANTIES AND DISCLAIMERS.

**2.1 Company.** The Company represents and warrants that: (a) the Services will be provided in a professional and efficient manner; and (b) the Services do not infringe upon the intellectual property rights of third parties.

**2.2 Dealer.** Dealer represents and warrants that: (a) all information it provides to Company to perform the Services is accurate; (b) Dealer is authorized to provide Company with the customer or end-user information or other data that it provides in connection with the Services; and (c) the Company's possession and/or use of such customer or end-user information will not violate any contract, statute, or regulation.

**2.3 Disclaimers.** THE SERVICES ARE PROVIDED "AS IS" AND WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S NEEDS OR BE FREE FROM ERRORS.

**2.4 Limitation on Types of Damages.** IN NO EVENT SHALL EITHER PARTY EVER BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OR LOSS OF GOODWILL), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, OR CLAIM FOR CONTRIBUTION, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

LIABILITY OR DAMAGE.

**2.5 Limitation on Amount of Damages.** The Company's maximum liability arising out of or in any way connected to this Agreement shall not exceed the fees paid by Dealer for the Services.

**3. CONFIDENTIALITY/PRIVACY/PUBLICITY**

**3.1 Definition of Confidential Information.** As used herein, Confidential Information ("CI") means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood as confidential given the nature of the information and the circumstances of disclosure. CI shall include, without limitation, technical product information, product designs, techniques, methods, or strategies used in connection with the Services, user names, passwords and other log-in information, Company pricing information, the specific terms of this Agreement, and confidential information about and from Dealer's customers, including their personal and business data. However, CI shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

**3.2 Protection of Confidential Information.** The parties each agree to collect, store, and use all CI provided to it or obtained by it as a result of this Agreement, in a manner that: (i) protects the security, confidentiality and integrity of the CI; (ii) ensures against reasonably anticipated threats or hazards to the security or integrity of the CI; and (iii) protects against unauthorized access to or use of the CI that could result in harm or inconvenience to the other party. Each party shall use at least the same degree of care in protecting the CI as the party uses to protect its own CI of like kind (but in no event less than reasonable care). The parties agree that CI shall not be used for any purpose outside the scope of this Agreement and that neither party shall disclose the any CI to any third party without the other party's prior written consent other than to: (i) its legal counsel and accountants; (ii) to potential investors, lenders, purchasers of either party's business, or underwriters in connection with their due diligence in future financings, acquisitions mergers or public offerings of either party; or (iii) as required by law.

**3.3 Privacy.** The Company's privacy policy at [www.reputation.com/privacy-policy](http://www.reputation.com/privacy-policy) ("Privacy Policy") as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information Dealer submits to us. Dealer acknowledges and understands that the Privacy Policy may be amended from time to time at the Company's discretion.

**3.4 Publicity.** Dealer hereby acknowledges and agrees that Company may use Dealer's name and logo for the purposes of identifying Dealer as a Company customer.

**4. ARBITRATION, FORUM AND GOVERNING LAW.**

Any claim, dispute or controversy of whatever nature ("Claim") arising out of or relating to this Agreement shall be resolved by binding arbitration. The arbitration shall be conducted by a single arbitrator selected from and administered by the San Francisco, CA office of JAMS, in accordance with its Comprehensive Arbitration Rules. The parties agree that all proceedings prior to the final arbitration hearing shall be handled via email, telephone or videoconference, but the final arbitration hearing shall be held in San Francisco, California. This Agreement shall be governed by California law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Each party shall bear its own attorneys' fees and costs arising out of the arbitration, and shall pay an equal share of the fees and costs of the Arbitrator and JAMS. Judgment on the award may be entered by any court of competent jurisdiction.

**5. GENERAL PROVISIONS**

**5.1 Product Modifications.** The Company continues to innovate and develop its Services and reserves the right from time-to-time to make modifications to the Services and/or to particular components of the Services to improve the product and/or to address market changes, including, but not limited to, adjustments to the particular third party review, social media and/or business listing sites the Services monitor and/or manage. Company will use commercially reasonable efforts to notify Customer of any material modifications to its Services.

**5.2 Export Compliance.** The Services, other technology that the Company may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Dealer shall not permit access to or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

**5.3 External Forces.** The Company shall be excused from performance hereunder to the extent that its performance is prevented, delayed or obstructed by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government; other event outside the reasonable control of the obligated party. In such event, both parties will use reasonable efforts to mitigate the effect of a force majeure event.