

Terms & Conditions for the Nissan Reputation Managed Services Packages

J.D. POWER AUTODATA SOLUTIONS – DEALER AGREEMENT

IMPORTANT READ CAREFULLY: Do not accept this agreement unless you are authorized to do so and until you have carefully read and agreed to the following terms and conditions. This J.D. Power Autodata – Nissan Reputation Managed Services Packages ("NRMSP") Agreement ("Agreement") is between J.D. Power ("JDP" or "we") and the company that clicks "I accept the terms and conditions" ("you", "your" or "Dealership"). This Agreement shall be effective as of the date Dealership clicks "Sign Up" ("Effective Date"). JDP and Dealership agree as follows:

1. Disclaimer
 - a. JDP is not a broker or agent and does not arrange or offer to arrange the sale of any motor vehicle.
2. Service Overview for the "Nissan Reputation Managed Services Packages"
 - a. Nissan Reputation Managed Services Packages provides the dealers an expanded choice of Reputation Management Managed Services.
 - b. The initial term of each subscription to the Services shall be one (1) year and each subscription term shall automatically renew for additional terms of one (1) year (each a "Renewal Term") renewal term unless the Dealership provides at least thirty (30) days written notice of cancellation prior to the end of the then current term. Notwithstanding the foregoing, each enrolled Nissan Dealer may, after the first six (6) months of its subscription, terminate its subscription upon thirty (30) days advance notice to JDP by means of info@nissandigitalprogram.com. The termination notice shall provide the Dealership whose license is terminated and the date the termination notice was provided. The following conditions apply to the timing of the termination notices:
 - i. Changes made on or before the 15th of the month will become effective at the end of the current month. (for example: Changes made on April 14th would be effective on May 1st.)
 - ii. Changes made after the 15th of the month will become effective the first day of the subsequent month. (for example: Changes made on April 16th would be effective on June 1st.)
 - c. Participation in the Nissan Reputation Managed Services Packages is optional and not required by Nissan North America, Inc. ("NNA") or any of its affiliates.
3. Fees
 - a. The NRMSP (detailed pricing on the enrollment form) will be billed directly to the dealers by JDP.
 - b. The Dealership acknowledges that NNA receives a share of the fees collected by JDP.
4. Term/Termination
 - a. This Agreement may be terminated by written notice to JDP by email at info@nissandigitalprogram.com provided termination is made by an authorized representative of the Dealership.
 - i. Cancellation requests made on or before the 15th of the month will become effective at the end of the current month. (for example: Requests made on April 14th would be effective on May 1st.)
 - ii. Cancellation requests made after the 15th of the month will become effective the first day of the subsequent month. (for example: Requests made on April 16th would be effective on June 1st.)
5. Warranty Limitation. We, and our automotive original equipment manufacturers, including without limitation, NNA ("OEMs"), provide the service "AS IS" and make no representations or warranties, express, oral, implied or statutory, regarding the service and specifically disclaim any implied warranty, including, but

not limited to, any implied warranties of quality, completeness, performance, non-infringement, merchantability or fitness for a particular purpose or course of dealing or course of performance. By participating in the NRMSP the Dealership agrees that NNA (a) is not party to this Agreement, (b) makes no warranty of any kind, whether express, implied, or statutory to the Dealership, JDP, or otherwise as to this Agreement or any provision of it (including without limitation the services provided hereunder); and (c) disclaims any and all liabilities associated with the NRMSP and/or this Agreement.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL WE BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICE WHICH GAVE RISE TO SUCH DAMAGES DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THE OEMS (INCLUDING NNA) ARE NOT A PARTY TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY WHATSOEVER TO YOU UNDER THIS AGREEMENT.
7. DISCLAIMER OF DAMAGES. NEITHER WE, NOR OUR OEMS, SHALL BE LIABLE TO DEALERSHIP, END-USER, OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
8. Indemnification. Dealership shall use the services in accordance with state, local and federal law. Dealership shall defend, indemnify and hold harmless us and each of our affiliates, OEMs, and their respective officers, directors, employees and agents against any and all loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) arising out of your use of the service. We shall have the right to select our own counsel and control the defense and Dealership shall cooperate fully in any such defense.
9. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Michigan without regard to the conflict of laws provisions of any state or jurisdiction and any dispute that arises under or relates to this Agreement, commenced by either party, shall be resolved in state or federal court in Detroit, Michigan, and you expressly waive any right you may have to cause such action or proceeding to be brought or tried elsewhere.
10. Assignment. This Agreement and the rights and duties hereunder may not be assigned by Dealership, except upon our written consent. Any attempted assignment by Dealership shall be null and void. This Agreement and the rights and duties hereunder shall be assignable by us without restriction.
11. Confidentiality. Each party, on behalf of itself and its employees, agrees to keep confidential all non-public information gained as a result of the business dealings contemplated under this Agreement.
12. This Agreement is our full agreement and supersedes any prior oral or written agreements. This Agreement may be modified only by a mutually executed written Agreement. **The parties expressly acknowledge and agree that the OEMs are intended third-party beneficiaries of this Agreement.**