

Shift Digital First Party Data Platform

These Supplemental Terms and Conditions of Use (the “**Supplemental Terms**”) are a legal contract between Shift Digital and Dealer and are subject to the Master Terms and Conditions of Use and End User License Agreement for the Stellantis Digital Program located at: <https://www.stellantisdigitalcertified.com/Home/EULA> (the “**Agreement**”) . Dealer’s electronic signature/agreement below authorizes Shift Digital to begin providing SDDP Services (as defined below) and billing Dealer immediately. Dealer agrees to pay the applicable fees for Services as set forth in the electronic Fee Exhibit(s) incorporated herein by reference. The Supplemental Terms supplement the Agreement. To the extent that there is a conflict between the Agreement and these Supplemental Terms, these Supplemental Terms shall control.

For the purposes of the Agreement and these Supplemental Terms, the term “**Services**” shall additionally refer to Shift Digital’s SDDP Services, defined as Shift Digital’s customer data platform and related services, which includes but is not limited to, the “Broadcast”, “First Watch”, and “Spotlight” products. The SDDP Services include Shift Digital’s consumer data analysis platform that integrates information obtained about Dealer’s website visitors (collected via a cookie, pixel, or other automated tool) and existing or potential customers with (i) data sourced from Dealer’s marketing and/or consumer databases and (ii) data obtained by Shift Digital on Dealer’s behalf from third-party data sources. The platform will utilize proprietary technology to analyze such data to produce customer insights for Dealer via various methods.

1. **Permitted Scope of Use, Restrictions.** Dealer may use the Services solely to market its products and services and as set forth herein. Dealer is prohibited from reselling data provided in connection with the Services and from using such data for any purpose not expressly permitted herein.
2. **License to Shift Digital.** Dealer grants Shift Digital solely during the term of the Agreement a worldwide, non-exclusive, non-sublicensable, non-transferable (except as permitted in the assignment provisions of the Agreement) right in connection with performing the SDDP Services to (i) access, download, and receive Dealer Data, as applicable, (ii) store, reproduce, modify, and use Dealer Data, and (iii) share Dealer Data with Stellantis for purposes of cross context behavioral advertising and to analyze or predict consumers’ personal preferences, interests, economic situation, location, or behaviors.
3. **License from Shift Digital to Dealer.** Shift Digital grants Dealer the right to access and use the SDDP Services when actively enrolled and paying for the SDDP Services only. Shift Digital owns and retains all right, title, and interest (including, without limitation, all intellectual property rights) in any data, technology, infrastructure, methods, or know-how used in collecting data and creating audiences in connection with the SDDP Services. Other than the rights expressly licensed to Dealer herein, no right, title, or interest in the SDDP Services is transferred to Dealer.
4. **Authorization for Shift Digital to Act as Agent for Third-Party Data Sources.** Dealer authorizes, appoints, and directs Shift Digital to act as its agent to obtain data from third-party sources in connection with providing Dealer with the Services set forth herein. Dealer understands that all third-party data sources, including data containing Personal Information regarding consumers, are directly providing data to Dealer and that Dealer is not obtaining or purchasing that information from Shift Digital.

5. **Tags and Pixels.** The SDDP Services may include use of tags or pixels (collectively, “**Pixels**”) to measure exposure and/or conversion that may be installed in websites, applications, emails, and other electronic communication methods (collectively, “**Sites**”). Dealer represents and warrants that (i) no terms of use, privacy policy, or representations made by Dealer to individuals will be violated by such Pixel use; (ii) Dealer’s Sites will display privacy policies that disclose applicable data collection practices, including the types of data collected and purposes for which data is collected by or transferred to third parties, plus working mechanisms that conspicuously enable consumer opt-outs in accordance with applicable laws and regulations; and (iii) Pixels will not be used in conjunction with any Sites directed to persons under the age of 18, or in any manner implicating the Children’s Online Privacy Protection Act. Dealer shall not remove Pixels from Sites or install Pixels into unauthorized Sites without notice to and consent of Shift Digital. Shift Digital reserves the right to exclude use of any Pixel that, in Shift Digital’s opinion, does not comply with this Agreement.
6. **Services Data.** The term “**Dealer Data**” as set forth in the Agreement, shall be expanded to also include any data, including Personal Information of consumers, that is collected, shared, or otherwise used in connection with the Services set forth herein, including data that Dealer purchases through Shift Digital as set forth in Section 4 above. So long as Dealer is enrolled to receive the SDDP Services, the Parties agree Section 7(c) of the Shift Digital Dealer Data Access Agreement may additionally include the following categories of Personal Information:
 - a. Characteristics of protected classifications under California or Federal law, including a consumer’s racial or ethnic origin;
 - b. Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies;
 - c. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer’s interaction with an internet website application, or advertisement;
 - d. Geolocation data; and
 - e. Inferences drawn from any of the information identified in this Section or Section 7(c) of the Shift Digital Dealer Data Access Agreement to create a profile about a consumer reflecting the consumer’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
7. **Legal Compliance.** Dealer shall comply with applicable laws, legislation, rules, regulations, governmental requirements, and industry standards, expressly including Dealer’s obligations under Applicable Privacy Laws (as defined in the Shift Digital Dealer Data Access Agreement). Dealer understands and agrees Dealer is responsible for obtaining all required permissions and make all required disclosures regarding the collection, use, and sharing of Dealer Data and Personal Information pursuant to Applicable Privacy Laws.
8. **Change in Law.** The state of the law with respect to behavioral advertising, contextual advertising, cookies, Personal Information, and informational privacy is unsettled. A new or change in existing

applicable local, state, federal, and international laws, rules, and regulations may limit or prohibit the delivery of, access to, or use of certain or other activities as contemplated herein. Neither Party makes any representations or warranties with respect to such changes in law, and each Party expressly disclaims any representations, warranties, guarantees, covenants, or obligations relating thereto.

9. **Prohibitions.** (i) Dealer is prohibited from further resale or providing access to third parties of the SDDP Services; (ii) Dealer is prohibited from providing to Shift Digital any sensitive Personal Information under Applicable Privacy Laws, including, but not limited to, the provision of data associated with any individual's health or medical condition, sexual orientation, religion, or status as a person under the age of 18; (iii) Dealer is prohibited from using the SDDP Services to sell or advertise adult entertainment, tobacco, illegal gambling, or firearms, or to reidentify, derive any data from, or otherwise reverse engineer data Dealer may receive through the SDDP Services; and (iv) Dealer will not and will not attempt to resolve the identity of any natural person whose pseudonymized or anonymized data is provided to Dealer through the SDDP Services. Further, Dealer shall only use only use the Dealer Data that Dealer obtains from the SDDP Services for purposes of advertng and marketing Dealer's products and services in the United States, and for no other purposes.
10. **Dealer Warranties.** Dealer warrants that (i) where Shift Digital distributes Dealer Data to Stellantis, Dealer has an agreement in place with Stellantis for its receipt of Dealer Data, and that the handling of Dealer Data by Stellantis is subject to the terms and conditions of that separate agreement; (ii) Shift Digital is an intended third party beneficiary with respect to these required provisions, with the right to enforce its terms directly against Dealer; and (iii) Dealer grants Shift Digital all licenses and authorizations necessary to provide the Dealer Data to enable the use of the SDDP Services.
11. **Compliance.** Dealer agrees to use the Services solely for the limited and specific purposes set forth herein and will, at all times, comply with Applicable Privacy Laws with regard to Dealer's use and disclosure of Dealer Data. Shift Digital may monitor and audit Dealer's use and disclosure of Dealer Data for compliance with Dealer's agreements with Shift Digital and Applicable Privacy Laws. Dealer will provide written notice to Shift Digital if Dealer determines that Dealer is no longer able to meet Dealer's obligations under this section and Appliable Privacy Laws with regard to Dealer Data used or obtain in connection with the SDDP Services. Upon receipt of such notice, Shift Digital may take steps that, in its sole discretion, are appropriate to halt and/or remediate any unauthorized or legally noncompliant use or disclosure of the Services.