

Foureyes® Dealer End User License Agreement

Dealer entered into that certain End User License Agreement between Dealer and Sanctus, LLC doing business as Shift Digital (the “EULA”). Adpearance, Inc., an Oregon corporation dba Foureyes is a Service Provider as that term is defined in the EULA (hereinafter “Service Provider”). The terms in this Addendum supplement the terms of the EULA and the EULA remains in full force and effect.

Foureyes® helps a dealer optimize the sales process – from online advertisement to website visit to sales team activity (see [Foureyes Product Description](#)). In order to provide this visibility, Foureyes® requires the following:

CRM Access. Dealer agrees to provide Service Provider a CRM login and authorize Service Provider as an agent for the limited purpose of running/exporting CRM reports and to assist with lead management and sales process optimization. Service Provider will not share Dealer’s CRM data with any third parties without Dealer’s consent except as described in this Addendum unless required by applicable laws, rules, or regulations. Service Provider shall have no liability to Dealer or to any other third party in connection with Service Provider’s services to Dealer and CRM use hereunder so long as such use is in accordance with the terms of this Addendum.

Sales Process Optimization. Foureyes® requires dealer sales team participation to be most effective. Dealer approves Service Provider providing regional Shift and Kia representatives with access to Dealer's Foureyes® account for the limited purpose of assisting the Dealer’s sales and marketing teams with Foureyes® use. In addition, Foureyes® analyzes data in aggregate to provide Dealer with relevant industry benchmarks and trends. Accordingly, Dealer grants Service Provider a license and right to use data in an aggregate and anonymous manner to provide benchmarks and trends to third parties.

Privacy Policies. Dealer consents to Service Provider supplementing its privacy policies with the attached Privacy Policy Addendum. However, Dealer will be solely responsible to understand and comply with all applicable local, state, and federal laws related to Dealer’s privacy policies, including, without limitation the Privacy Policy Addendum. Dealer consents to allow Service Provider to update the **Privacy Policy Addendum** in the future as needed.

All terms and conditions of the EULA apply to this Addendum, including, without limitation, the indemnification and limitation of liability provisions which are incorporated by reference.