



Owner Retention Experience 2.0

KORE 2.0 Program Enrollment & Agreement Form

Dealership Name

Dealer Code

Date

Kia Owner Retention Experience (KORE 2.0) is a robust, multi-channel marketing program that is designed to provide the right messaging, with the right offers, at the right time, to your customers. This turn-key solution deploys triggered communications on behalf of your dealership to help engage, retain, and recapture Kia owners for their service and repair needs. Communications are customer and VIN specific, designed to help keep owners connected with unique personalization, driving satisfaction and loyalty. KORE 2.0 provides you with more flexibility, added customized marketing options, and data integrations, to help meet your owner retention and service and parts sales goals.

KORE 2.0 Cadence Base Program

Cadence Base program features include:

- Cadence touchpoint email communications and 3 cadence direct mail touchpoints.
- New Owner communications to help build new relationship with service.
- Retention communications to help maintain loyalty to service and parts.
- Recapture communications to help increase service retention.
- Unique communications for ICE and EV owners.
- Integration with select online scheduling service tools, select prepaid maintenance plans, open recalls/service campaigns, and deferred services.
- Supports both ICE and EV.
- Spanish translation for emails.
- Dealer amenities and coupon library.
- Dealer Tire Store, Accessory Pricing Guide and Sunbit Financing URLs.
- Dealer online profile pages for search and social.

KORE 2.0 Dealer Optional Plus Ups designed to increase customer reach and drive more service opportunities. Dealers must be enrolled in the base program to participate in Plus Ups.

- **KORE 2.0 Cadence Plus** - Dealers can add direct mail to New Owner and/or Loyal Owner touchpoint communications in the base program. See KORE 2.0 Cadence Communication Grid below for details.
- **KORE 2.0 Social** - Dealers can add social ads on Facebook for two maintenance reminder touchpoints. See KORE 2.0 Cadence Communication Grid below for details.
- **KORE 2.0 Search Engine Marketing (SEM)** – Helps with top placement service ads for owners searching online for Kia service and parts.

KORE 2.0 CADENCE BASE PROGRAM PRICING

In the table below, select the Program Tier that corresponds to your Planning Volume (as determined by Kia America).

Program Tier*	Planning Volume	Dealer Monthly Fee**	Select
Tier A	0-500	\$ 450.00	
Tier B	501-1000	\$ 550.00	
Tier C	1001-1500	\$ 650.00	
Tier D	1501+	\$ 750.00	

* Tiers based on New Vehicle Sales Planning Volume (PV) counts. Counts & tiers will be adjusted on an annual basis.

**This program is eligible for FORMF/DAS co-op reimbursement

KORE 2.0 CADENCE DM Plus-Up Selections – DIRECT MAIL ADD ON

KORE 2.0 Cadence DM Plus-Up Overview: Add a companion direct mail communication with the same coupons used in your corresponding email trigger for any of the touchpoints below.

- Check the box in the table to opt in for the direct mail triggered communication to coincide with the existing email.
- If the touchpoint has 2 communications for different customer segments both segments will deploy when due.

KORE 2.0 CADENCE DIRECT MAIL PLUS UP

Select to opt into direct mail	Triggered Service Reminder Touchpoints	Timing
	Accessories (current MY only)	15 days after delivery
	Intro to Service	45 days after delivery
	Maintenance Reminders (New & Loyal)	45 days before maintenance due
	Defector Communication	75 days after service due
	Missed Appointment Follow Up (New & Loyal)	1 day after missed appointment
	Service Thank You	1 day after RO close date
	Happy Purchase Anniversary (New & Loyal)	Year 1 & 2 of ownership (21 days before Anniversary date)
	Deferred Tire/Brake/Battery/Other	3 days after RO close date
	Tire Wear	No tire replacement in last 12 months, vehicle purchase date more than 24 months from current date OR if the vehicle is a CPO and purchase date is more than 24 months from current date OR if purchase date is not available, vehicle model year is at least within the last 2 years
	Brake Wear	Vehicle mileage greater than 48K, no brake service in last 12 months
	Battery Wear	Vehicle purchase date more than 48 months, if purchase date is not available, vehicle model year is at least within the last 4 years, no battery replacement in last 12 months
	State Inspection	30 days before due, state specific
	Return Soon (+12months after no activity)	12 months after last RO date
	Return Soon (+18months after no activity)	18 months after last RO date

KORE 2.0 Touchpoint		Cadence Timing	<div> <div>● Base Program</div> <div>○ Plus-Up</div> </div> <div> <div>Cadence Email</div> <div>Cadence Direct Mail (DM)</div> <div>Cadence Plus Addtl. DM</div> <div>Cadence Social</div> </div>				
New Owner	New Customer Welcome	3 days after delivery date	●	●			New Owner
	Accessories (current model year only)	15 days after delivery date	●		○		
	Intro To Service	45 days after delivery date	●		○		
	First Maintenance Reminder	135 days before first service due date	●				
	First Maintenance Reminder	45 days before first service due date	●		○	○	
	First Maintenance Reminder	23 days before first service due date	●	●		○	
	First Past Due Maintenance Reminder ¹	5 days after first maintenance reminder	●				
	First Service Appointment Reminder	1 day before appointment date ²	●				
	First Missed Appointment Follow-Up	1 day after missed appointment	●		○		
	First After Service Thank You	1 day after RO close date	●		○		
	Deferred Tire/Brake/Battery/Other ²	3 days after RO close date	●		○		
	Defector Communications	75 days after service due date	●		○		
	Happy Purchase Anniversary (1 year)	21 days before anniversary date	●		○		
Loyal Owner	Maintenance Reminder	45 days before service due date	●		○	○	Loyal Owner
	Maintenance Reminder	23 days before service due date	●	●		○	
	Past Due Maintenance Reminder ¹	5 days after maintenance reminder	●				
	Service Appointment Reminder	3 days before appointment date	●				
	Missed Appointment Follow-Up	1 day after missed appointment	●		○		
	After Service Thank You	1 day after RO close date	●		○		
	Deferred Tire/Brake/Battery/Other ³	3 days after RO close date	●		○		
	Happy Purchase Anniversary (2 year)	21 days before anniversary date	●		○		
	Tire Wear	No tire replacement in last 12 months, vehicle purchase date more than 24 months from current date OR if the vehicle is a CPO and purchase date is more than 24 months from current date OR if purchase date is not available, vehicle model year is at least within the last 2 years	●		○		
	Brake Wear	Vehicle mileage greater than 48K, no brake service in last 12 months	●		○		
	Battery Wear	Vehicle purchase date more than 48 months, if purchase date is not available, vehicle model year is at least within the last 4 years, no battery replacement in last 12 months	●		○		
	State Inspections ⁴	30 days before, state specific	●		○		
Lapsed & Lost	Return Soon (+12 months no activity)	12 months after last RO date	●		○		Lapsed & Lost
	Return Soon (+18 months no activity)	18 months after last RO date	●		○		

Maintenance due dates are based on estimated mileage and applicable Owner's Manual maintenance schedules.

Additional dealer-optional programs: **KORE 2.0 OnDemand** — 24/7 access to a wide variety of Direct Mail & Email templates
KORE 2.0 SEM — Paid search including dealer landing page

OPTIONAL PLUS UP PROGRAM PRICING

*Postage is a pass-thru cost, amounts above include postage (shown as of July 2023) and production.

Optional Plus Up Program	Additional Details	Pricing	Select
KORE 2.0 Cadence Plus	Adds direct mail to select KORE 2.0 emails as a dual channel option (see selection chart on previous page)	\$0.74 per piece (including postage)	
KORE 2.0 Social	Adds social to two maintenance reminder triggers to supplement email/direct mail. Cost includes ad spend and Epsilon management fee.	\$45 per month	
KORE 2.0 SEM	Includes media spend and Epsilon management fee. (Management fee based on 20% of ad spend.) Select desired monthly budget.	\$360 per month	
		\$480 per month	
		\$750 per month	
		\$900 per month	
		\$1,050 per month	
		\$1,650 per month	
		\$2,160 per month	

Dealer Set-up

DEALERSHIP INFORMATION		
Dealership Name		
Dealer Code		
Address Line 1		
Address Line 2		
City	State	Zip Code
Fax #	Time Zone	
Dealer Main #		
Service Phone #		
Toll-Free Phone #		
Main Dealership Email		
Dealership Website URL		
Sunbit URL		
Contact Us URL		
Service Scheduling URL		
Dealer Tire Store URL		
Accessory Pricing Guide URL		
Privacy Policy URL		
Do Not Sell URL		

Select which maintenance schedule you would like for customers to receive for KORE 2.0 Base and optional direct mail plus up.

Preferred Maintenance Schedule	Select
Normal Driving	
Severe Driving	

HOURS OF OPERATION – For Dealership Profile <i>Example: Open: 7:15 am Close: 8:00 pm</i>						
	SERVICE		SALES		PARTS (optional)	
	Open	Close	Open	Close	Open	Close
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						
Sunday						

DEALERSHIP CONTACT INFORMATION	
Title --DP/OWNER Authorizing Party	Name
Desk Phone	Cell Phone
Email Address	
Title -- GM/VP	Name
Desk Phone	Cell Phone
Email Address	
Title -- Sales Manager	Name
Desk Phone	Cell Phone
Email Address	
Title -- Service Director/Manager	Name
Desk Phone	Cell Phone
Email Address	
Title -- Parts Director/Manager	Name
Desk Phone	Cell Phone
Email Address	
Title -- Fixed Ops Director/Manager	Name
Desk Phone	Cell Phone
Email Address	
Other Contact	Name
Desk Phone	Cell Phone
Email Address	

AMENITY ICONS (SELECT UP TO 3)

Amenity icons will be used on communications (direct mail/email) where applicable. Select three (3) from the icons below- to display on direct mail and email campaigns.

<input type="checkbox"/>		Airport Shuttle	<input type="checkbox"/>		Early & Night Drop Off
<input type="checkbox"/>		Shuttle	<input type="checkbox"/>		Guest Business Center
<input type="checkbox"/>		Body Shop	<input type="checkbox"/>		Kia Express Service™
<input type="checkbox"/>		Child Play Area	<input type="checkbox"/>		Loaner Cars Available With Qualifying Services
<input type="checkbox"/>		Comfortable Waiting Areas	<input type="checkbox"/>		Open Weekends
<input type="checkbox"/>		Complimentary Coffee	<input type="checkbox"/>		Privacy Work Stations
<input type="checkbox"/>		Complimentary Lunch	<input type="checkbox"/>		Rental Cars Available
<input type="checkbox"/>		Complimentary Wi-Fi	<input type="checkbox"/>		We Service Most Makes & Models
<input type="checkbox"/>		Online Scheduling	<input type="checkbox"/>		Complimentary Car Wash With Qualifying Service
<input type="checkbox"/>		Complimentary Snacks	<input type="checkbox"/>		PC Plug-In
<input type="checkbox"/>		Complimentary Delivery Service	<input type="checkbox"/>		Mobile Service
<input type="checkbox"/>		Pickup & Delivery Service			

KORE PROGRAM DEALER EMAIL SEEDS (LIMIT 1 EMAIL ADDRESS)

Receive cadence email seeds each month at no additional charge (optional).

First Name

Last Name

Title

Email Address

SOCIAL MEDIA URL

Dealership Facebook URL:

Dealership Instagram URL:

Dealership Yelp URL:

Dealership X (formerly Twitter) URL:

OP CODES FOR DEFERRED SERVICE

If your dealer has any declined service op codes that should be used to generate Deferred/Declined Service communications, please specify them below: [Example: DECLINEMAINT – Customer declined a recommended maintenance service] Attach additional sheets if needed.

Code:	Description:	Code:	Description:
Code:	Description:	Code:	Description:
Code:	Description:	Code:	Description:
Code:	Description:	Code:	Description:
Code:	Description:	Code:	Description:

TERMS & CONDITIONS

This Kore 2.0 Program Enrollment & Agreement Form (the “Agreement”) is entered into by and between the dealership mentioned above (“You” or “Your”) and Epsilon Data Management, LLC (“Epsilon”) for Epsilon’s benefit as well as the benefit of its customer, Kia America, Inc. (“Kia”) (collectively Epsilon and Kia, are referred to herein as “us”, “we”, and “our”).

1. Term. This Agreement is effective as of the execution date and shall continue until terminated as allowed herein (“Term”). Any time after ninety (90) days from the start date of the Services, either party may terminate this Agreement upon thirty (30) days advance written notice to the other party. Any notices from You shall be sent to Epsilon Kia Program Headquarters (address set forth in header). Epsilon reserves the right to amend the use, terms, and conditions of this Agreement, specifically any increase in postage costs, upon advance written notice to You. In addition, to the extent that Epsilon’s applicable agreement with Kia terminates for any reason or expires, this Agreement shall immediately terminate.

2. Payment. You are responsible for the costs of the Services (defined below). On a monthly basis, Kia will bill You the costs for the communications and all options as indicated on this form as part of the program, and applicable sales and/or use taxes on Your Parts Statement with Kia. Your payment will be made to Kia.

3. Compliance. You represent and warrant that the individual signing this Agreement is an authorized representative of Your dealership and possess the authority to submit these choices. You have reviewed the coupon selections and confirm that they are correct. You understand that a number of federal, state, and local laws and regulations may affect Your advertising, including any coupons or offers You authorize as part of this campaign. YOU FURTHER UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR THE OFFERS YOU CREATE AND/OR PRESENT TO CONSUMERS INCLUDING ANY TERMS APPLICABLE THERETO; SPECIFICALLY, YOU REPRESENT AND WARRANT THAT THE OFFERS YOU CREATE AND/OR PRESENT TO CONSUMERS COMPLY WITH ALL APPLICABLE LAWS, RULES, STATUTES, REGULATIONS, AND GUIDELINES. You have taken appropriate measures to ensure that the options You select on this form are lawful, truthful, and comply with all applicable federal, state, and local laws, rules and regulations in Your jurisdiction and any jurisdiction where Your offers are shared. You understand that when You are providing personalized information and/or advertising materials, Epsilon and Kia do not undertake a review of these materials for compliance with any laws, rules, and regulations. You have been advised to consult with an attorney before submitting any personalized selections or running any advertising. You understand that You are responsible for honoring all the coupons and offers selected as a part of a campaign, as well as all appointment times scheduled through a campaign. You acknowledge and agree that there may be additional risks associated with the use of a scannable code/QR code in the communications, Ads, or other materials developed hereunder and You will not hold Epsilon or Kia responsible in the event of any actual or alleged patent claim or patent violation or similar infringement claim associated with or that arises from the use of a scannable code/QR code within the communications, Ads, or other materials.

4. Dealership Data. In the event You select an option where You are able to use Your own dealership data (“Dealership Data”) for the communications, You hereby represent and warrant to Epsilon and Kia that: (i) the Dealership Data has been compiled in compliance with all privacy, data protection, credit, and any other laws, statutes, and government regulations applicable to such use of the Dealership Data, including, but not limited to, CAN-SPAM (defined below) and the use of an opt-out provision; (ii) all individual records within the Dealership Data represent individuals with whom You have an existing business relationship prior to delivery of the Dealership Data to Epsilon and who have not opted out of receiving direct mail or email communications from You; (iii) You are the owner of, or otherwise has the right to license, the Dealership Data to Epsilon and Kia for the purposes identified in this Agreement and have the right to grant to Epsilon and Kia the ability to use and analyze the Dealership Data, as contemplated under this Agreement; (iv) the collection, compilation and delivery of the Dealership Data to Epsilon and Kia, will not violate and will at all times be in compliance with all applicable laws, rules and regulations; (v) any individuals whose information is included within the Dealership Data were provided notice through Your legally compliant privacy policy and otherwise in compliance with applicable laws, rules and regulations that their names, email addresses or other information collected by You may be shared with third parties, such as Epsilon and Kia; and (vi) You shall be responsible for any failure of compliance with the terms of this Agreement by any third parties that are authorized in writing by Kia to perform work or take any action, including receiving any Dealership Data hereunder from/with or on behalf of You; and (vii) You have the right to provide and share the Dealership Data to Epsilon and Kia for use in connection with the Services. Epsilon shall use

Dealership Data solely for the provision of the Services.

5. OEM Customer Data. You understand that Epsilon may require the use of data You have provided to Kia in connection with the DMS (the “OEM Customer Data”) in order for Epsilon to provide the Services. You hereby expressly grant Kia permission to share the OEM Customer Data with Epsilon for purposes of Epsilon’s provision of the Services hereunder and represent and warrant that You possess all necessary rights and interest in the OEM Customer Data for use by Epsilon in connection with its provision of Services to You.

6. Delivery. Epsilon and Kia is not liable for delay, error, or failure caused by third parties or other causes beyond its reasonable control, including, but not limited to, natural disasters, pandemics, trade embargoes, power failures, and/or war/terrorism. Epsilon may occasionally experience “Hard Outages” due to Internet disruptions that are not within its control. Any such Hard Outages shall not be considered a breach of this Agreement.

7. Email Marketing Obligations.

Content/Email List Practices. You shall be responsible for: (i) approving all final content and formatting for Your email campaign, (ii) approving the formatting layout of Your email campaign, (iii) when applicable, soliciting subscribers for Your email campaign, (iv) handling all inquiries and complaints of any type or nature from Your email subscriber lists, and (v) obtaining any applicable consents that may be needed for Epsilon to provide the Services as set forth herein.

You shall be responsible for complying with all federal, state, and other domestic and laws, rules, regulations, directives, guidelines and voluntary industry standards, applicable to Your emails, including those related to acquiring consents to send emails and the content of the emails. Such applicable laws, include, but are not limited, to those pertaining to intellectual property rights, the CAN-SPAM Act of 2003 (“CAN-SPAM”), publicity/privacy rights, anti-corruption or anti-bribery laws, or other applicable laws, statutes, rules, or regulations of the United States and of those of any jurisdiction into which any email addresses are collected or emails are sent. Emails and other communications distributed by You through the Services will include a functional opt-out mechanism. You will be solely responsible for ensuring that prior to any email being distributed is scrubbed against Your suppression list prior to the email being distributed.

You acknowledge that CAN-SPAM Act of 2003 prohibits the transmission of unsolicited messages to unknown individuals in bulk, or to individuals who have opted out of receiving such messages or content. Epsilon may take remedial action should You violate CAN SPAM and such remedial action which may include the suspension of Services provided under this Agreement. Epsilon will provide prompt notice to You prior to such suspension and will work with You to resolve issues and to restore the Services. Epsilon shall have the right, but not the obligation, to monitor at any time, for any reason at its sole discretion, all material and content in the messages, content or customer information in order to determine compliance with this Agreement or applicable law; however, Epsilon and Kia shall not be responsible for, nor shall it have any obligation to, monitor any material and content in the messages, content or customer information.

Internet Service Providers Role. You agree to follow email standards and practices that are promulgated by the leading Internet Service Providers (“ISPs”). You acknowledge that failure to follow such practices could lead to You being ‘blacklisted’ by such ISPs or other leading companies overseeing such email practices. You further agree that should any blacklisting of You occur, Epsilon will provide You with notice and may in its discretion suspend further email deployment until such matter is satisfactorily resolved. Upon Your request, Epsilon will assist You, at its hourly rates for such services, in the correction, resolution and prevention of this type of matter. Blacklisting typically occurs due to the particular content or email list practices used by a client. The result of an ISP blacklisting You could impact Epsilon’s delivery of email for other clients and, therefore, temporary suspension while the matter is resolved is necessary.

Unsubscribes. You must provide Epsilon with a list in a mutually agreed format containing the email addresses of all end users who have requested not to receive emails from You (the “Suppression List”). You shall provide an up-to-date Suppression List no earlier than five (5) days prior to and no later than three (3) days prior to the scheduled sending of any email campaign, or such other mutually agreed frequency. You agree to indemnify, defend and hold harmless Epsilon and Kia from and against any and all claims, costs, fees or items of expense arising from a claim that You failed either to honor any end user’s unsubscribe request or deliver to Epsilon an accurate Suppression List. You agree that Kia can provide Your Suppression List to any email service provider.

Unsubscribes that You capture in other places will need to be sent to Epsilon by You (or Your other providers) using an established process to do so.

Web Technologies. Your privacy policies to Your customers, consumers, or members shall provide notice of the use of tags, pixels, re-directs or similar logging technologies in Your emails (the “Web Technologies”). You acknowledge and agree that Epsilon’s email platform may implement Web Technologies in Your emails that allow Epsilon to place a cookie on the web browser of the email recipient, subject to any legally required user consent, which You agree to obtain on our behalf. Any logs collected by the Web Technologies are used to enhance personalization optimization and will not identify the email recipient. In addition, if applicable, the Web Technologies may be used report certain consumer activity information to Kia.

8. Additional Terms for Online Media Services (Social Media).

Facebook Terms. You agree to be bound by certain terms and conditions required by Facebook in order to use the Services. Such terms and conditions, include, but are not limited to, the terms and conditions at the following links (as updated by Facebook from time to time) which are provided for convenience purposes only, https://www.facebook.com/legal/commercial_terms, <https://www.facebook.com/policies/ads> and <https://www.facebook.com/terms.php>. You also agree to be bound by the terms and conditions at <https://www.facebook.com/ads/manage/customaudiences/tos>. You further agree that Facebook will be a third-party beneficiary of this Agreement with respect to the provisions set forth in this Agreement with the right to enforce such terms directly against You. Epsilon and its subcontractors are granted the rights to display the newsfeed video ads and/or other ads on Facebook and/ Instagram as part of an applicable campaign.

License. You have a limited license to use video for purposes assigned in this Agreement. You are hereby granted a non-exclusive, non-transferable, limited license, during the Term of this Agreement, to use the communications and videos for the purposes expressly set forth herein and only as part of the campaign. All other rights are reserved by Kia and/or Epsilon. You have no intellectual rights in or to any communications, videos, or other materials provided hereunder outside of this campaign or for any other purpose without authorization from Kia and/or Epsilon. You shall have no other right, title, or interest to or in such videos and any portion thereof and You will not receive such videos.

Representations and Warranties. You represent and warrant that You feature and will maintain an easy-to-find privacy policy on each website and mobile application from which You collect any such data that complies with applicable laws, rules, and regulations, and that such privacy policy provides clear and conspicuous notice to consumers that their data may be disclosed to third parties for the performance of Services on Your behalf. Your provision of Your data to Epsilon, Kia and its subcontractors is compliant with Your Privacy Policy and all applicable foreign and domestic federal, state, and local laws, rules, and regulations (including, without limitation, any laws, directives, and/or regulations relating to privacy, consumer protection, databases, data collection, and/or data transfer). You have provided proper notice and secured proper consent for the collection and use of Your data in connection with this Agreement and You have procured all rights and licenses, and have all power and authority, necessary to provide Your data to Epsilon and Kia and to allow Epsilon, Kia and its subcontractors to use Your data to perform the Services as contemplated by this Agreement, without the additional consent of any third party. Notwithstanding anything in the Agreement to the contrary, You acknowledge that Epsilon and Kia will not be responsible for the acts or omissions of Facebook, Instagram, and other media providers and that the Online Media (Social Media) services performed hereunder are performed on an “as is” and “as available” basis without any warranty of any kind, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

9. Additional Terms for Paid Search. Your use of the Services is subject to the applicable Google LLC Advertising Program Terms and conditions between You and Google (currently located at <https://payments.google.com/payments/paymentsinfofinder?hostOrigin=aHR0cHM6Ly9wYXltZW50cy5nb29nbGUuY29tOjQwMTM.&sri=-21> (under Google Ads product, United States billing country, US Dollar \$ currency), as updated by Google from time to time, and all other applicable policies of Google referenced therein. Additionally, the Services and use of Google Tags on Your dealership website are subject to Your compliance with separate terms and conditions between You and Google, including, without limitation, Google’s Analytics Terms of Service (currently accessible at <https://www.google.com/analytics/terms/tag-manager/>, as updated by Google from time to time) and all other applicable policies of Google referenced therein, in each case as modified from time to time. You agree that Epsilon is authorized to act on behalf of You and to bind You (to the extent applicable), to the Google LLC Advertising Program Terms and Google Analytics Terms of Services referenced above, and all other applicable Google terms referenced therein. You acknowledge and agree that Google and its wholly owned subsidiaries may retain and use, subject to the terms of its privacy

policy (located at <https://www.google.com/policies/privacy/>), information collected as part of the Google services. Your privacy policy, as applicable, must also disclose the use of Google Analytics and how it collects and processes data as required by the Google Analytics Terms located at <https://www.google.com/analytics/terms/tag-manager/>. Notwithstanding anything to the contrary in any agreement by and between the parties, Epsilon's aggregate liability for any claims, demands, or actions arising from the use of Google Tags and/or the services will not exceed the amount of Google's aggregate liability set forth in its Analytics Terms of Service and Advertising Program Terms. Additionally, in addition to the indemnification obligations in the Agreement, You agree to hold Epsilon and Kia harmless from any claims arising from the collection, sharing, or use of personal information by You or Google. A Google container tag must be installed on Your website by your website provider. The appropriate tracking pixels will be installed via the container tag to track events and measure performance as required by You. Consumers will be subject to Your dealership privacy policy as required or mandated by law.

10. Personal Data Processing Terms.

A. Definitions.

1. **"personal data"; "process(ing)"; and "sale" and "sell"**, shall have the meanings given in applicable data protection law.
2. **"applicable data protection law"** means any and all applicable laws related to data privacy, data protection, data security, data transfer, breach notifications, or marketing, as applicable from time to time, and as amended from time to time, including, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., including as amended by the California Privacy Rights Act of 2020 ("CCPA"); Connecticut's Act Concerning Personal Data Privacy And Online Monitoring, Conn. Pub. Act No. 22-15 ("CDPA"); the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1301 et seq. ("CPA"); the Virginia Consumer Data Protection Act, Va. Code § 59.1-575 et seq. ("VCDPA"); COPPA; the Financial Modernization Act (Graham-Leach-Bliley Act) of 2000, as amended ("GLBA"); the Telephone Consumer Protection Act of 1991 ("TCPA"); the Do-Not-Call Implementation Act of 2003, as amended; CAN-SPAM; Section 5 of the Federal Trade Commission Act of 1914 (as the same has been interpreted to apply to privacy, data protection, breach disclosure or data transfer issues), and all amendments, equivalent, comparable, or applicable privacy, security and data breach notification laws, and any regulations promulgated under any of the foregoing.
3. **"Controller"** means a party that, alone or jointly with others, determines the purposes and means of the processing of personal data and also includes "Business" and "Third Party" as defined by applicable data protection law.
4. **"Data Subject"** is an identified or identifiable natural person who can be identified, directly or indirectly.
5. **"Processor"** means a party that processes personal data on behalf of a Controller and in accordance with the Controller's instructions and also includes "Service Provider" as defined by applicable data protection law.
6. **"Services"** are the services to be performed by Epsilon or its subcontractors for Your benefit as detailed in this Agreement.
7. **"Your Data"** means personal data that: (i) You provide or is provided by a third party on Your behalf to Epsilon or that (ii) Epsilon collects or creates solely for Your benefit, as part of the Services.

B. Privacy. The parties acknowledge and agree that any terms governing the processing of personal data shall be governed by the following terms: <https://legal.epsilon.com/us/client-statutory-amendment> ("Amendment"). The terms in this Agreement shall be in addition to the terms set out in the Amendment.

C. Your Data and Purpose.

1. Epsilon processes Your Data in the course of providing the Services. You represent and warrant to Epsilon that Your Data has been compiled in compliance with all applicable data protection law applicable to the use of Your Data, and You have the right to provide Your Data to Epsilon for use in connection with the Services. Your Data also may include a third party's personal data that Epsilon licenses on Your behalf, such as a prospect audience list, for use in the Services. As part of the Services, You direct Epsilon to process Your Data for Kia (the "OEM") and other OEM dealerships in accordance with the OEM's Authorization For Data Extraction and Access to DMS Data terms (the "Data Extraction Terms"). Additionally, You direct Epsilon to use the personal data of OEM and/or other OEM dealerships to provide Services to You, in accordance with the Data Extraction Terms. For purposes of the Services, such third-party personal data is Your Data, as You are directing the processing of such personal data. You represent and warrant that You either: (i) have a data sharing agreement with such third party, or (ii) acknowledge that such sharing of personal data may be deemed a sale by and between You and such third party. You shall hold harmless, indemnify, and defend Epsilon and Kia from any and all claims, damages, losses, liabilities, penalties, costs, demands, proceedings, fines, investigations, and expenses (including reasonable attorney's fees) (collectively, "Claims") arising from Your instructions to share and process Your Data and third-party personal data.

2. You agree to regularly provide to Epsilon accurate lists of those Data Subjects who have opted-out of having their information processed by You in order for Epsilon to legally combine Your Data with (1) personal data provided by a third party; or (2) Epsilon data where Epsilon is acting as a processor, as may be required for the Services.

3. Epsilon and/or Epsilon's subcontractors may process Your Data outside of the United States or Canada. You are solely responsible for determining whether notice must be provided to Data Subjects regarding such transfer of Your Data.

D. Vendors. You acknowledge and agree that certain third parties engaged to perform Services for Your benefit may not be Processors and/or will only enter into non-negotiable terms (collectively, "vendors"), such as data providers or ad tech vendors (Google, Facebook). Such vendors are not subject to these Personal Data Processing Terms, and You agree to vendor provided terms. Additionally, You agree to hold Epsilon and Kia harmless from any claims arising from the processing of Your Data by such vendors.

E. Requests. Epsilon will inform You if it receives a request from a Data Subject to exercise any rights (e.g., deletion, right to know, opt-out sale) and will not respond to the Data Subject unless legally required to do so. To the extent Epsilon processes Your Data on its systems and maintains Your Data longer than thirty (30) days, Epsilon will facilitate Data Subject deletion requests that You send to cpasupport@epsilon.com. Such request must include the Data Subject's first and last name and one other identifier such as email address, mailing address, or phone number.

F. Epsilon Data. Epsilon may act as a Controller with respect to personal data Epsilon collects directly from consumers, license from others, including, but not limited to, government and other public sources, or infer and license to You ("Our Data"). Epsilon may also operate as a Third Party (as defined by CCPA) with respect to Your Data related to services where Your Data is shared or used also for a third party's purpose (e.g., the Abacus Cooperative, Agility, file matching). Where Epsilon is operating as a Controller, You act as a separate and independent Controller in connection with Your Data processed in connection with the Services (including to the extent You Process Our Data). Where Epsilon is a Controller of the personal data processed as part of the Services, the terms in Annex A, attached hereto and incorporated by reference, shall control.

11. Additional Terms for Licensed Data.

Licensed Data; Limited License: You acknowledge that Epsilon may use licensed data, which may include "Conquest" "Prospect" data or "Omnichannel" data, in the form of lists for use as part of the Services. Licensed Data (defined below) is owned by Epsilon or the data owners who provided the licensed data to Epsilon and You are granted no right, title or interest in or to the Licensed Data, including any patent, copyright, or other proprietary right, other than those expressly granted hereunder. Epsilon grants You a non-transferable and non-exclusive limited license to use the Licensed Data in compliance with applicable data protection law and this Agreement, solely for the purpose of marketing Your own business to recipients as part of this program in the selected communications herein and for no other purpose. You shall have no other right, title or interest in or to such Licensed Data.

Licensed Data Compliance. You represent and warrant that: (a) Your use of the Licensed Data will comply with all privacy, data protection, credit, telemarketing/email/fax marketing, customer solicitation and any other laws, rules, statutes and governmental regulations applicable to such use of the licensed data, all applicable self-regulatory guidelines and principles, including, without limitation, the DMA and DAA guidelines and principles; (b) You shall not use the Licensed Data in advertisements or marketing campaigns (the "Advertisements") that violate the proprietary or intellectual property rights of any third parties; (c) The Advertisements shall not contain any content or material which is discriminatory, profane or obscene, or which is illegal; (d) You shall use the Licensed Data for marketing and management purposes only and shall not transfer possession, right or title of such Licensed Data for any other purpose whatsoever; (e) You will not use any Licensed Data in connection with: (i) any individual reference service application, skip tracing, electronic directory assistance or other e-data look-ups, verification of the accuracy of a record, (ii) employment or a review of employee records, including, without limitation, for evaluating an individual for employment or for promotions, reassignment, or retention as an employee, (iii) a determination of an individual's eligibility for a license or other benefit granted by a governmental instrumentality, or (iv) any other type of review, analysis, or assessment of an individual record that is not expressly permitted hereunder, or in connection with credit granting, credit monitoring, credit repair, account review, collection, or insurance underwriting, or for any other purpose covered by the FCRA, Federal Trade Commission or Consumer Financial Protection Bureau interpretations of the FCRA, and/or similar federal and state statutes; (f) You will not use Licensed Data, or any portion thereof, in connection with any government-run program; (g) Epsilon and its data suppliers may not be advertised, or otherwise disclosed to any third

party, as the source of any Licensed Data; (h) except as expressly permitted hereunder, You may not modify, further develop, or create any derivative products from the Licensed Data; (i) no Licensed Data may be decompiled, decoded, or reverse engineered; and (j) Epsilon and Kia are not responsible for obtaining any required consumer consents under applicable data protection law. If any Licensed Data is provided to or made available to You as part of this program or the Services, additional data use restrictions may apply. Your use of the Licensed Data will be subject to the manifest terms and conditions that You agree to in advance.

12. Disclaimer of Warranties. The Services and Licensed Data are provided on an “AS IS” basis without warranty. Epsilon and Kia hereby expressly disclaim any and all warranties of any nature, express, implied, or otherwise, including, but not limited to, any implied warranties of merchantability, suitability, quality, non-infringement, or fitness for a particular purpose or results to be derived from the use of the Services provided under this Agreement. EPSILON, KIA, ITS LICENSORS, AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, THAT THE SERVICES ARE COMPLIANT WITH ANY LAW, RULE, REGULATION, STATUTE OR OTHER LEGAL REQUIREMENT. IN NO WAY DOES ANY CONTENT PROVIDED BY KIA, ITS LICENSORS, AFFILIATES OR SUPPLIERS, (SUCH CONTENT, INCLUDING, WITHOUT LIMITATION, ADVERTISING, MARKETING MATERIALS, OR DISCLAIMERS) CONSTITUTE LEGAL ADVICE. NEITHER KIA NOR ITS LICENSORS, AFFILIATES OR SUPPLIERS ARE ENGAGED IN THE PRACTICE OF LAW OR IN PROVIDING LEGAL OR COMPLIANCE SERVICES. You acknowledge that use of the Services represents an assumption of risk and that Epsilon, Kia, its licensors, affiliates and suppliers do not underwrite or assume Your risk in any manner by providing access to and supporting Your use of the Services. Your content, correspondence and business dealings with Your customers through use of the Services, regardless of whether the content is present within the Services or accessed via the Services through third party data providers, are solely between You and Your customers.

13. Remedies. No claim or cause of action arising out of this Agreement, regardless of form, may be brought by You more than one (1) year after the date such claim or cause of action accrued.

14. Indemnification. You will indemnify, defend, and hold Epsilon, Kia and each of their agents, and their respective parent companies, affiliates, subsidiaries, and all of their respective employees, principals (shareholders or holders of an ownership interest, as the case may be), subcontractors, vendors, data suppliers, and agents harmless from and against any and all losses, damages, costs, claims, penalties, demands, proceedings, investigations, expenses (including court costs and reasonable attorneys’ fees), judgments, assessments, fines, and other liabilities arising out of or resulting from any third party claims or suits arising out of or resulting from: (i) Your breach or alleged breach of any of the terms and conditions set forth in this Agreement; (ii) offer(s) made, samples distributed, or services or goods provided by You using the Licensed Data; (iii) materials provided by You in connection with the distribution of the offers; and (iv) any injury to person or damage to property resulting in any way from any act, omission, or negligence on the part of You in the performance or failure to perform any obligation hereunder.

15. Limitation of Liability. Neither Epsilon, nor Kia, nor You will be liable for any indirect, consequential, incidental, statutory, special or punitive damages, or for any lost profit, loss of revenue, loss of data, loss of business, loss of reputation or any cost of cover or cost of procurement of substitute goods or services, whether in contract, tort or otherwise, even if a party has been made aware of the possibility of such damages and even if a party asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. You further acknowledge and agree that Epsilon’s and Kia’s total liability for any and all damages shall not exceed the amount You paid to Epsilon/Kia for the Services provided to You hereunder.

16. Jurisdiction. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims, shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in Dallas County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement. This Section shall survive expiration or termination of this Agreement. All costs and expenses incurred by Epsilon to enforce this Agreement shall be paid by You.

17. Assignment. The parties' obligations hereunder are binding on their permitted successors and permitted assigns. No party may assign any of its rights or delegate any of its obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either party may assign this Agreement and the license hereunder to a successor in interest to such assigning party's business, whether by merger, stock or asset sale, or acquisition, as long as such assigning party provides prompt written notice to the other party of any such assignment and the assignee assumes in writing or by operation of law, all of the assigning party's obligations under this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void.

18. Miscellaneous. This Agreement is the result of negotiations between the parties, with each party having been given the opportunity to have it reviewed by their respective legal counsel, and it shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument. The addendums referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement including any documents incorporated herein by reference, together with all related schedules and addendums, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

19. Additional Terms Applicable to NORTH CAROLINA DEALERS. NOTICE: THIS AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER RELATED DATA.

If enrollment form is received and processed on or after the 14th of the month, Services may start the next month.

By signing below, You confirm that You accept the Kore 2.0 Program Enrollment & Agreement above.

_____ PRINT NAME	_____ DEALERSHIP SIGNATURE	_____ JOB TITLE
_____ PRINT ADDITIONAL DEALERSHIP CONTACT NAME		_____ JOB TITLE
_____ EPSILON REPRESENTATIVE NAME	_____ EPSILON SIGNATURE	_____ JOB TITLE

Dealership Authorization

Please ensure that all information on this form is accurate and up-to-date. We will use all of the information you have provided to set up and install your account. Your signature indicates that all information has been reviewed for accuracy. If changes occur at any time, please call Program Headquarters at (888) 838-8399.

Activation Date: Start Date: ____/____/____

****Activation will begin before the 14th of the month as set forth above and You may not terminate this Agreement until ninety (90) days thereafter. Fees will be invoiced monthly via Your Kia Dealer Parts statement. Kia is deemed to be a direct third-party beneficiary of this Agreement in order for Kia to debit the Dealer's "parts statement". Any time after the expiration of the ninety (90) period**

Call us at 888.838.8399
Fax us at 800.214.3845
KOREProgramSupport@Epsilon.com
1240 E. North Ave. West Chicago, IL 60185



from activation, You may change Your program package at any time or submit formal written termination emailed to Your Epsilon Dealer Marketing Consultant with a minimum of thirty (30)-days' notice of intent to termination.

Note: Program invoicing will begin on the actual activation date. This date may differ from the requested activation date listed above.

_____ PRINT NAME	_____ DEALERSHIP SIGNATURE	_____ JOB TITLE	_____ DATE
_____ PRINT ADDITIONAL DEALERSHIP CONTACT NAME		_____ JOB TITLE	_____ DATE
			_____ DATE
_____ EPSILON REPRESENTATIVE NAME	_____ EPSILON SIGNATURE	_____ JOB TITLE	

Annex A – Epsilon Services for which Epsilon is Processing Personal Data as a Controller

1. **Applicability.** This Schedule shall apply in addition to the obligations set out in the body of the Agreement, but only if Epsilon is providing Services to You that involve the processing of personal data, which may include Your Data, by Epsilon as a Controller.

2. **Controller Services.** Epsilon acts as a **Controller** when processing personal data for each of the following Services. Epsilon may modify this list from time to time, in its sole discretion, and will provide notice of such modification to You in writing (email sufficient).

2.1. Epsilon Services that utilize the CORE ID (“**CORE ID Services**”), include, but are not limited to:

- (i) PeopleCloud Discovery
- (ii) PeopleCloud Prospect
- (iii) PeopleCloud Digital Media Solutions (aka PeopleCloud Loyalty Digital Media Member Engagement Loyalty Module)
- (iv) CORE Private Exchange (CPE)
- (v) Bridge
- (vi) Signals (offered independently and through CDP Identity Essentials)
- (vii) Agility IQ (aka PeopleCloud Messaging Content Personalization Module)
- (viii) Agility Events (aka PeopleCloud Messaging Site Behavior or PeopleCloud Loyalty Digital Messaging Triggers Modules)
- (ix) Dialogues/Intent Messaging
- (x) Real Time Recognition (offered independently and through CDP Identity Essentials)
- (xi) Retail Media Network (CitrusAd)
- (xii) CDP Identity Essentials or Digital Identity Essentials
- (xiii) Digital CDP

2.2. Digital Identity

2.3. Abacus Cooperative (US/Canada) (“**Abacus US/Canada**”)

2.4. The provision of Licensed Data (“**Licensed Data Services**”), including, but not limited to:

- (i) Abacus US/Canada
- (ii) Total Source Plus
- (iii) TX Spend
- (iv) Shopper’s View
- (v) Shoppers Voice
- (vi) New Movers
- (vii) Contact Complete
- (viii) PMX Lift
- (ix) Attribute licensing
- (x) Optimized audiences produced by PVE
- (xi) Custom data set list, such as linkage data

3. Definitions

3.1. “**CORE ID**” means Epsilon’s proprietary identity graph.

3.2. “**Device Tracking Technologies**” means any technology, tool, or code (including cookies, pixels, SDKs, APIs, local shared objects, and scripts) that enables access to or storage of information on a device, including, but not limited to, as embedded on Your digital properties, servers, adverts or creative materials.

3.3. “**License**” shall mean license, provide, or otherwise give a right to use personal data.

3.4. “**Licensed Data**” means personal data that Epsilon Licenses to You.

3.5. “**Metrics Data**” means personal data about visitors to third party digital properties on which advertising has been delivered.

4. **Disclosure of personal data.** Related to the Core ID Services and Abacus US/Canada, You may disclose personal data, which may include Your Data, or otherwise permits Epsilon to collect certain personal data about visitors to Your digital properties and/or about Your customers and prospective customers (“**Data**”). You acknowledges that it is a Controller of the Data that it discloses or otherwise permits Epsilon to collect, and that Epsilon will also process such Data as a Controller. Epsilon may share the Data back with You for You to use solely in connection with the Services and always in accordance with applicable data protection law.

5. **Data Subject Requests.** You and Epsilon shall each be individually responsible for responding to lawful data protection requests that it receives from Data Subjects in respect of the personal data that it processes. To the extent that either You or Epsilon (the “**Receiving Party**”) receives a lawful data protection request relating to processing performed by the other party (the “**Other Party**”),

the Other Party shall provide such information and assistance as is reasonably necessary to the Receiving Party to enable the Receiving Party to respond to such request in accordance with applicable data protection law.

6. CORE ID SERVICES. The following obligations apply only to the CORE ID Services.

6.1. Metrics Data. Epsilon may make available to You certain Metrics Data. You may solely process Metrics Data for the purpose of measuring advertising performance, unless specified otherwise in a statement of work and/or order. The categories of Metrics Data that You may process, and the nature of processing activities that You may perform, are set out in more detail in the Agreement.

6.2. Attribution Data. If Epsilon agrees, at Your request, to place Your or a third party's (each such third party an "**Attribution Partner**") Device Tracking Technologies in advertising disseminated under the Agreement, You acknowledges and agrees that: (1) it shall be solely responsible for the Attribution Partner; (2) it shall be solely responsible for ensuring the Attribution Partner has the rights to process any data (including personal data) collected by the Attribution Partner's Device Tracking Technologies (the "**Attribution Data**") for the permitted uses listed below; and (3) it shall use the Attribution Data and shall contractually require any Attribution Partner to use the Attribution Data solely for one or more of the following applicable permitted uses: (a) attribution analysis; (b) click and impression tracking; (c) campaign measurement; (d) customization of creatives; and/or (e) any other purpose approved in writing by Epsilon. For the avoidance of doubt, Attribution Data cannot be used by You and/or any party for any other purposes including but not limited to retargeting or audience creation. You will be responsible, and will indemnify and hold harmless Epsilon, for any breach of the aforementioned obligation by You or by such Attribution Partner.

6.3. Industry Tools. You acknowledges that it may need to integrate its digital properties with certain industry tools or mechanisms that provide Data Subjects with notice and choice regarding the processing of their personal data ("**Industry Tools**"), including by way of example only the IAB Transparency and Consent Framework and/or the IAB Global Privacy Framework, or opt-out signals like the Global Privacy Control, in order to receive certain Services or the full functionality of certain Services, such as digital interest-based advertising.

7. Licensed Data. The following obligations apply only to the Licensed Data Services.

7.1. Deletion Requests. Epsilon will make available requests to delete that it has received from Data Subjects whose personal data may have been contained within the Licensed Data.

7.2. You Responsibility. You acknowledge that Licensed Data that is Licensed to You prior to January 1, 2023, may contain Sensitive Data (as defined by applicable data protection law), and such Sensitive Data may have been inferred or collected by Epsilon without affirmative consent of Data Subjects prior to 2023. You are solely responsible for ensuring that it is processing such Sensitive Data, inferred or collected by Epsilon prior to 2023, in compliance with applicable data protection laws effective January 1, 2023.

8. Survival. This Schedule shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, each party may continue to process the Data or Metrics Data under its control provided that such processing complies with the requirements of this Agreement and applicable data protection laws.