**ISUZU DEALER Participation Agreement**

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**for Use of Decisiv Platform**

This Participation Agreement (including any exhibits or other documents referenced herein) (“**Agreement**”) is entered between the authorized Isuzu dealer (“**Dealer**”) that agrees to this Agreement by checking the “I Agree” box presented with this Agreement and Isuzu Commercial Truck of America, Inc. (if Dealer is located in the United States), or Isuzu Commercial Truck of Canada, Inc. (if Dealer is located in Canada) (as applicable, “**Isuzu**”). Any individual checking the “I Agree” box represents and warrants to Isuzu that the individual has the power and authority to bind Dealer to this Agreement.

1. **Purpose and Objectives.** Decisiv, Inc. (“**Decisiv**”) offers a cloud-based platform (the “**Platform**”) designed to assist vehicle distributors and dealers in the management of motor vehicle service and repair events with the goal of enhancing dealer service efficiency and customer vehicle uptime. Isuzu has engaged Decisiv to make certain Platform services and features (collectively, the “**Services**”) available to Isuzu and participating dealers. In order to access the Services, Decisiv may require, among other things, that Dealer register and create an account on the Platform and agree to Decisiv’s terms and conditions (“**Decisiv Terms**”). Dealer’s access and use of the Services will be subject to the terms of this Agreement and any Decisiv Terms.
2. **Dealer Data**
3. **Ownership.** As between Dealer and Isuzu, Dealer will retain any ownership interest it may have in any and all data and information input or otherwise provided by Dealer in connection with access or use of the Services (“**Dealer Data**”). “Dealer Data” includes, without limitation, any information provided by Dealer to Decisiv in order to register for the Services as well as any information input by Dealer into the Platform such as information regarding (i) Dealer’s customers and their vehicles, (ii) service events involving Dealer and its customers, or (iii) third parties involved in such service events.
4. **Use by Decisiv.** Decisiv may Process (as defined below) Dealer Data for purpose of Decisiv’s provision, and Dealer’s use, of the Services and related services pursuant to the Decisiv Terms. Provision of the Platform by Decisiv involves Processing Dealer Data and making Dealer Data (whether in original form or after Processing) available for further Processing to Isuzu and other dealers or users of the Services who have entered in an agreement substantially similar to this Agreement and who have agreed to the Decisiv Terms (“**Other Users**”). “**Process**” means any operation or set of operations which is performed on data or information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of data or information.
5. **Consent and License to Isuzu.** Dealer consents to Processing of the Dealer Data by Decisiv, Isuzu and Other Users as contemplated by this Agreement and the Decisiv Terms. Dealer grants Isuzu the perpetual, irrevocable, worldwide, royalty free right and license to Process Dealer Data in connection with Isuzu’s use of the Platform or for Isuzu’s internal business purposes.
6. **Anonymized Data.** Isuzu may Process the Dealer Data to, among other things, create Anonymized Data (as defined below). As between Dealer and Isuzu, Isuzu will own all right, title and interest in and to any Anonymized Data created by or on behalf of Isuzu. “**Anonymized Data**” means Dealer Data that has been anonymized such that it does not reveal any personally identifiable information and neither Dealer nor specific Dealer customers can be identified as the source of the information or data.
7. **Exercise of Rights.** The rights and licenses granted to Isuzu under this Agreement may be exercised by Isuzu or on Isuzu’s behalf by officers, employees, contractors, suppliers, vendors, agents and representatives of Isuzu or any affiliate of Isuzu.
8. **Rights in Dealer Data.** Dealer shall be required to obtain, record and maintain any third party consents necessary to enable Dealer to include any third party (including customer) data in the Dealer Data (“**Third Party Data**”) and to permit the Processing of such Third Party Data by Decisiv, Isuzu and Other Users as contemplated by this Agreement and by any Decisiv Terms. Dealer will ensure that any Processing of Third Party Data contemplated by this Agreement is permitted under the terms of any agreement between Dealer and any third party owner of any Third Party Data, any privacy policy under which the Third Party Data was collected and under any applicable law. Dealer will provide legally compliant written notice to its customers in its privacy policy and at the point of collection of its data sharing practices, including that Dealer Data may be shared with Isuzu and Other Users.
9. **Possession of Necessary Rights.** Dealer represents and warrants that Dealer has all necessary rights, permissions, and consents to provide any Third Party Data to Decisiv, Isuzu and Other Users and to grant the license and other rights set forth in this Agreement. Dealer will indemnify, defend and hold Isuzu harmless from and against any and all claims resulting from any breach of this Section 2.
10. **Platform Data**

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1. **Ownership.** As between Isuzu and Dealer, Isuzu owns any and all data and information (excluding only Dealer Data owned by Dealer pursuant to Section 2(a) of this Agreement) that is made available on the Platform or otherwise accessed by, or provided to, Dealer in connection with any Services (“**Platform Data**”). “Platform Data” includes, without limitation, any data or information created by or on behalf of Isuzu, Decisiv or any Other User by combining Dealer Data with other data or information or other Processing of Dealer Data.
2. **Use by Dealer.** Isuzu grants Dealer the right and license, during the period this Agreement is in effect, to use the Platform Data solely for Dealer’s own internal business purposes. Dealer will not, without prior written authorization from Isuzu, use the Platform Data for any other purpose (including for marketing purposes), or disclose any Platform Data to any third party other than those employees of Dealer that (i) need to know the same for purposes of using the Platform Data as authorized under this Agreement, (ii) have entered into a confidentiality agreement at least as protective of the Platform Data as the terms of this Agreement, and (iii) have been informed that the Platform Data is the confidential information of Isuzu. Dealer will preserve the confidentiality of the Platform Data and protect the Platform Data from unauthorized use or disclosure using the same level of diligence and care that it uses to protect its own information of similar type, provided that Dealer shall use at least a reasonable level of diligence and care. Except for the license rights expressly set forth herein, no other right, title or interest in or to the Platform Data is granted to Dealer. The Decisiv Terms may also include restrictions on use of Platform Data (or a subset thereof). In the event of any conflict or inconsistency between the terms of this Agreement and the Decisiv Terms regarding use or disclosure of any Platform Data, the more restrictive terms will apply. Notwithstanding anything in the Decisiv Terms, Dealer may only use Platform Data as expressly licensed in this Agreement.
3. **Data Security and Breach Notification.** Dealer agrees to implement and maintain appropriate technical, physical, and organizational measures to protect Platform Data that is in the nature of personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving any such personal data, Dealer shall notify Isuzu promptly after becoming aware of the data breach. Such notice shall include at least: (a) the nature of the breach of security measures, (b) the types of potentially compromised personal data, and (c) any mitigation or remediation measures Dealer has taken or planned in response to the data breach, including any steps planned to prevent similar data breaches from recurring. Upon any such discovery, Dealer will take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach.
4. **Compelled Disclosures.** Nothing in this Agreement will be interpreted or construed to prohibit any disclosure of any information or data to the extent required by law; provided, that to the extent that the disclosure would otherwise have been prohibited under this Agreement, the party obligated to disclose the information provides advance written notice thereof to the other party (e.g., so as to afford the other party an opportunity to intervene and seek an order or other appropriate relief for the protection of its information).
5. **Dealer’s Conduct.** In connection with Dealer’s use of Platform, Dealer agrees that Dealer will not, under any circumstances:
6. interfere with the activities of Other Users, including Dealer’s competitors;
7. post false, inaccurate or misleading content;
8. violate or infringe the rights of others, including patent, trademark, trade secret, copyright, privacy, or other proprietary rights;
9. use the Platform to collect, harvest, transmit or input any information concerning any third party without their permission;
10. use data on the Platform created by Isuzu or Other Users to make decisions about a customer’s creditworthiness or eligibility, including whether to approve or reject an application or how much interest to charge on a loan;
11. express or imply that any statements Dealer makes are authorized or endorsed by Isuzu, without Isuzu’s prior written consent; or
12. harass, abuse or defame any third party.
13. **Isuzu Uptime Center**

Isuzu operates an Isuzu Uptime Center (the “Uptime Center”) to provide resources and assistance to dealers and to facilitate the efficient and timely handling of customer service events. Dealer acknowledges that the Uptime Center will monitor Dealer’s case activity and from time to time contact Dealer to, for instance, gather information, offer assistance, and request the Dealer’s attention to particular service events. Dealer agrees to reasonably cooperate with the Uptime Center in connection with such activities and to provide information, updates and responses on a timely basis.

1. **Release.** Decisiv, not Isuzu, operates the Platform and provides the Services. Isuzu will have no responsibility or liability related to the Platform or Services, including without limitation any Platform Data. The Platform Data is a combination of data from a variety of sources, including Dealer, Isuzu, Other Users, Decisiv and third parties. For avoidance of doubt, Isuzu has no responsibility for monitoring or correcting any Platform Data and no liability for any errors or omissions in any Platform Data. Dealer hereby releases the Isuzu Parties from all claims, demands, losses, damages, liabilities, and actions of any kind, occurring in the past, present or future and arising from, in connection with, or as a result of Dealer’s use of the Services, the Platform or the Platform Data, including but not limited to, any interactions with or conduct of third parties in connection with Dealer’s use of the Services, the Platform or the Platform Data. If Dealer is located in California, Dealer hereby waives California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

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1. **Disclaimer of Warranties**. Isuzu does not make, and hereby expressly disclaims, any and all warranties regarding Decisiv, the Platform, the Services, the Platform Data or this Agreement, express or implied, contractual or statutory, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose and including any implied warranties arising from course of performance, course of dealing or usage of trade. Dealer’s use of the Services, the Platform and the Platform Data is, as between Dealer and Isuzu, at Dealer’s own risk and Isuzu shall have no responsibility or liability in connection therewith.
2. **Disclaimer of Damages.** In no event shall Isuzu or its affiliates, successors or assigns, or each of their respective shareholders, directors, officers, employees, agents, contractors or licensors (collectively, the "**Isuzu Parties**"), be liable for any direct, indirect, punitive, incidental, special, consequential, or other damages, including loss of profits, arising out of or in any way related to Dealer’s use of the Services, the Platform, any Platform Data or this Agreement, even if an Isuzu Party has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, those exclusions shall apply only if and to the maximum extent permitted under applicable law.
3. **Limitation of Liability.** In no event shall the aggregate liability of the Isuzu Parties to Dealer for all damages, losses and causes of action whether in contract, tort (including negligence) or otherwise in connection with the Services, the Platform, any Proprietary Data or any other aspect of the subject matter of this Agreement exceed $1,000.
4. **Indemnification.** Dealer shall indemnify and hold the Isuzu Parties harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and other legal costs), arising out of or in any way related to any claim or action against the Isuzu Parties related to (i) Dealer’s use of the Services, the Platform or the Platform Data, (ii) Dealer’s acts, omissions or willful misconduct related to the Services, the Platform or the Platform Data, (c) Dealer’s breach of this Agreement or any Decisiv Terms; (d) Dealer’s violation of any rights of any other person or entity; or (e) Dealer’s violation of any applicable laws, rules or regulations. Isuzu reserves the right, at its expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by Dealer, in which event Dealer shall fully cooperate with Isuzu in asserting any available defenses.
5. **Termination.** Isuzu or Dealer may terminate this Agreement at any time for any or no reason by providing written notice of such termination to the other party. Termination will be effective immediately upon delivery of such notice. This Agreement will automatically terminate upon any termination of the agreement between Isuzu and Decisiv for provision of the Services. Isuzu further reserves the right to request or approve changes to the Services or to discontinue any or all of the Service at any time with or without notice to Dealer. Isuzu will not be liable to Dealer or to any third party should it exercise such rights or on account of any termination of this Agreement. Upon termination of this Agreement, (a) Decisiv may terminate Dealer’s access to the Services and any agreement between Decisiv and Dealer related thereto, (b) Dealer will, in any event, cease all use of the Platform or any Services or Platform Data, (c) Dealer will permanently delete any and all Platform Data in Dealer’s possession or control, and (d) any accrued obligations, and the terms of Sections 2 through 4 and 6 through 19, will survive termination of this Agreement.
6. **Assignment.** This Agreement, and Dealer’s rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by Dealer without Isuzu’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Isuzu’s rights and obligations under this Agreement may be assigned by Isuzu in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. This Agreement does not confer any third-party beneficiary rights**.**
7. **Choice of Language.** It is the express wish of the parties that this Agreement and all related documents have been drawn up in English. C’est law volone expresse des parties que la presente convention ainsi que les documents qui s’y rattacent soient rediges en anglais.
8. **No Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
9. **Compliance with Law.** Dealer shall comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to Dealer’s obligations under, and activities in connection the subject matter of, this Agreement.

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1. **Notices.** Any notices, claims or demands by one party to the other party shall be in writing and shall be sent by hand delivery, by certified mail, return receipt requested, or by a nationally recognized overnight delivery carrier. Notices sent to Isuzu shall be sent to 1400 S. Douglass Road, Suite 100 Anaheim, CA 92806. Notices sent to Dealer shall be sent to Dealer’s current business address as shown in Isuzu’s records. The parties may at any time designate by like notice other or changed addresses to which notices should be transmitted. Notices shall be deemed received upon the date of actual delivery.
2. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
3. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but each of which when taken together shall constitute one and the same instrument.
4. **Integration.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. No Isuzu employee or agent has the authority to vary this Agreement except as set forth in the preceding sentence.
5. **Governing Law; Jurisdiction**. Applicable to United States Dealers Only: This Agreement shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State of California; provided, however, (a) unless Dealer’s Dealership Location is situated in California, Dealer shall have none of the rights or duties provided for in the California Statutes regulating the relationship between motor vehicle manufacturers, distributors and dealers, but shall have the rights and duties provided in the like laws, if any, of the state in which Dealer’s dealership location is situated; and (b) if performance by either Isuzu or Dealer of any provision of this Agreement contravenes a law of any state or jurisdiction where such performance is to take place, the performance of such provision shall be in accordance with the requirements of such law to the extent, and only to the extent, that such performance contravenes such law and only to the extent and while such law is deemed or held to be valid and applicable to such performance. Applicable to Canadian Dealers Only: This Agreement shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the Province where Dealer is situated and the federal laws of Canada applicable therein, provided, however the Isuzu or Dealer agree to attorn to the courts of the provinces of Ontario with respect to any and all actions brought hereunder and notwithstanding the applicable law.