NADA Dealership Workforce Study License Agreement

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CAREFULLY READ THIS AGREEMENT BEFORE INDICATING YOUR ACCEPTANCE. CLICKING "AGREED AND ACCEPTED" INDICATES THAT YOU, YOUR DEALERSHIP OR DEALER GROUP, OR OTHER ORGANIZATION AGREES TO BE BOUND AS LICENSEE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

- 1) <u>Definitions</u>. As used in this AGREEMENT:
 - "LICENSEE" means the NADA-authorized dealership or dealer group or other organization granted access to LICENSED DATA subject to the terms and conditions of this NADA Dealership Workforce Study LICENSE AGREEMENT.
 - b) "SITE" means your dealership's physical location, or "rooftop," indicated by the address reflected in the NADA or ATD membership records and confirmed in your online registration.
 EACH DEALERSHIP SITE REQUIRES A SEPARATE AGREEMENT REGARDLESS OF OWNERSHIP STRUCTURE. NADA MAY USE ITS MEMBERSHIP RECORDS OR OTHER INFORMATION TO VERIFY YOUR REGISTRATION INFORMATION.
 - c) "AUTHORIZED USER" means any employee of LICENSEE who has been granted access to the LICENSED DATA by LICENSEE, and for automobile or truck dealers, an employee whose business is specific to the SITE.
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- 3) <u>Access to LICENSED DATA</u>. After LICENSEE has accepted a LICENSE AGREEMENT with NADA, the LICENSEE will have access via www.nadaworkforcestudy.com, and offline via email or otherwise, to the specified LICENSED DATA reports and/or data.
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- b) LICENSEE shall not:
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 - b) NADA may, in its sole discretion, terminate this LICENSE AGREEMENT and/or may restrict or cancel AUTHORIZED USER'S access to LICENSED DATA immediately upon discovery that AUTHORIZED USER has violated any of the warranties or other restrictions on use in this AGREEMENT.
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 - a) LICENSEE represents and warrants that the person accepting this AGREEMENT has authority to bind LICENSEE to all terms and conditions of this AGREEMENT.
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- 12) <u>Governing Law</u>. This AGREEMENT is construed and governed in accordance with the laws of the Commonwealth of Virginia.
- 13) <u>Integration and Severance</u>. This AGREEMENT constitutes the full and complete understanding of the parties and may not be altered or modified except by written agreement. If any provision of this AGREEMENT is found invalid or unenforceable, all remaining provisions of this AGREEMENT will remain in full force and effect.

Clicking "AGREED AND ACCEPTED" indicates LICENSEE'S assent to be legally bound by all terms and conditions of this AGREEMENT.

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