**NADA Dealership Workforce Study User Agreement**

If accepted, this AGREEMENT grants to the USER authorization to participate in the NADA Dealership Workforce Study via the NADA Dealership Workforce Study website (www.NADAWorkforceStudy.com) and grants NADA and its designated affiliates authorization to store, analyze, report, and license the USER DATA, all subject to the terms and conditions stated herein.

**CAREFULLY READ THIS AGREEMENT BEFORE INDICATING YOUR ACCEPTANCE. CLICKING “AGREED AND ACCEPTED” INDICATES THAT YOU, YOUR DEALERSHIP OR YOUR COMPANY, AND ALL YOUR EMPLOYEES AGREE TO BE BOUND TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.**

1. Definitions. As used in this AGREEMENT:
   1. “PARTICIPANT” means the eligible NADA or ATD member dealership site that elects to respond to the survey and upload employee information to fulfill the study requirements.
   2. "USER" means you, your dealership or your company, and your employees authorized to participate (“AUTHORIZED USERS”) in the NADA Dealership Workforce Study as reflected on the online registration form.
   3. “USER DATA" means the information provided by an eligible NADA or ATD member dealership in response to the survey questions and uploaded payroll system file containing employee information regarding compensation, demographics, tenure, and position, plus related dealership data as requested. USER DATA shall NOT include any personally identifiable employee data, such as employee names or SSANs, or any *dealership customer data*. Any personally identifiable employee data that is nonetheless inadvertently submitted by a USER will not be uploaded but will be immediately destroyed upon receipt, and will not be used, stored, maintained, or otherwise kept in any format or condition by NADA or its designated affiliates, and will not be returned to the USER.
   4. "SITE" means your dealership's physical location, or "rooftop," indicated by the address reflected in the NADA membership records and confirmed in your online registration.
   5. “MEMBER (COMPANY) ID" means the ID designated by NADA or ATD, that is specific to AUTHORIZED USER, and allows AUTHORIZED USER to participate in the data submission.
   6. “LICENSEE” means the NADA-authorized individual, company, business, or organization granted access to selected aggregated data and reports and subject to the terms and conditions of the NADA Dealership Workforce Study LICENSE AGREEMENT. LICENSEE may include participating dealerships, non-participating dealerships, dealer chains, NADA 20 Groups, OEMs, and industry analysts.
   7. “LICENSED DATA” means the aggregated USER DATA provided to LICENSEE via reports, system queries, and/or restricted database access. LICENSED DATA may be reported at an individual dealership level exclusively for that participating dealership site or authorized dealership group. All other LICENSED DATA will be reported at an aggregated level that does not disclose individual dealership data. A minimum of 5 dealerships are required to support any specific level of reporting in order to preserve the individual dealership anonymity.
2. Authorized Use. USER grants to NADA and its designated affiliates a non-exclusive, non-transferable authorization to store, transmit, aggregate, analyze, and report the individual USER DATA for NADA'S own internal purposes and to analyze, report, and license access to aggregated LICENSED DATA in accordance with all terms and conditions of this AGREEMENT. After the individual USER DATA submission is aggregated, NADA and its designated affiliates will destroy the individual USER DATA, and not use, store, or maintain individual USER DATA in any format. NADA grants to USER access to specified LICENSED DATA available to participating dealerships, at no charge. The specified LICENSED DATA for participating dealerships includes a complimentary individual dealership custom comparison report for that participating dealership site and a report analyzing industry trends in compensation, benefits & retention. Eligible participating dealerships are also provided the option to purchase their own dealership group comparison report or NADA 20 Group comparison report.
3. Access to LICENSED DATA. After LICENSEE has accepted a LICENSE AGREEMENT with NADA, the LICENSEE will have access to the specified LICENSED DATA reports.
4. Restrictions on Use.
   1. Only the AUTHORIZED USERS may access NADA Dealership Workforce Study LICENSED DATA.
   2. USER shall not:
      1. extract, scrape, transfer, store, or cause or allow anyone else to extract, scrape, transfer, or store NADA Dealership Workforce Study intellectual property or data, including the LICENSED DATA, electronically or otherwise; provided that, USER may print copies of reports designated as downloadable content by NADA Dealership Workforce Study;
      2. share, sell, rent, lease, sublicense, or otherwise supply access to NADA Dealership Workforce Study or the MEMBER ID to any party who is not an AUTHORIZED USER (including, but not limited to any other employees of USER);
      3. work around, deactivate, disable, or make unworkable, any of the technical or other limitations placed into NADA Dealership Workforce Study;
      4. modify, delete, or obscure any copyright notices or labels on or in NADA Dealership Workforce Study;
      5. brand NADA Dealership Workforce Study, including any data taken or derived, as your own or declare your own copyright on NADA Dealership Workforce Study;
      6. reverse engineer, disassemble, or create derivative works based on NADA Dealership Workforce Study or the LICENSED DATA;
      7. use any NADA Dealership Workforce Study or other NADA titles, trademarks, labels, or logos in your own titles, product names, service names, or domain names.
      8. integrate NADA Dealership Workforce Study within another application without the express written permission of NADA.
5. Term and Termination.
   1. The TERM of this AGREEMENT begins on the date the USER AGREEMENT is accepted as part of the online registration process.
   2. NADA may, in its sole discretion, terminate this USER AGREEMENT and/or may restrict or cancel USER'S access to LICENSED DATA immediately upon discovery that USER has violated any of the warranties or other restrictions on use in this AGREEMENT.
6. Undertakings. You undertake to ensure that, prior to use of NADA Dealership Workforce Study website by your AUTHORIZED USERS, the USERS are notified of this AGREEMENT and the terms of this AGREEMENT, including, but not limited to the restrictions on access to the NADA Dealership Workforce Study and LICENSED DATA and the prohibition against sharing their MEMBER ID with anyone other than the AUTHORIZED USERS.
7. Data Storage. USER understands and agrees that NADA and/or its designated affiliates will store the   
   USER DATA in a secured fashion to protect the anonymity of the survey respondents. The USER DATA will become part of the ESI Trends employee satisfaction (ESI) database and used to calculate averages and other statistics required for comparison, trend analyses, and general research purposes. The USER DATA may be used to contribute to general findings or information about employee satisfaction that may be published or provided by ESI Trends, subject to the terms and conditions of a license agreement between ESI Trends and NADA; such findings will not associate the names of participating dealerships**. USER shall have no ownership, intellectual property, or other rights of any kind in the aggregated USER DATA, LICENSED DATA, or any other data stored by NADA or its affiliates.**
8. Disclaimer of Warranty. THE USER DATA AND LICENSED DATA IS PROVIDED AS IS WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES REGARDING THE ACCURACY, TIMELINESS, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY, OR USEFULNESS OF THE USER DATA OR LICENSED DATA.
9. USER Warranties.
   1. USER represents and warrants that the person accepting this AGREEMENT has authority to bind USER to all terms and conditions of this AGREEMENT.
   2. USER represents and warrants that access to NADA Dealership Workforce Study website for the purpose of acquiring LICENSED DATA will not be granted, and that the MEMBER ID shall not be shared with anyone other than the AUTHORIZED USERS.
   3. USER represents and warrants that all MEMBER IDs will be used only by AUTHORIZED USERS.
10. Limitation of liability; Indemnity.
    1. NADA assumes no liability for USER'S use of the NADA Dealership Workforce Study website or LICENSED DATA, nor will NADA be liable in the event the NADA Dealership Workforce Study website or LICENSED DATA is unavailable due to network or server outage, transmission failure or other systems failure. Further, NADA will not be liable for damages caused by viruses of any kind.
    2. In no event will NADA be liable to USER or third parties for incidental or consequential damages including, without limitation, lost profits, or indirect or special damages, even if NADA was aware of the possibility of such damages. NADA's liability hereunder will in no case exceed any charges paid by USER under this AGREEMENT for the TERM during which such claim accrues.
    3. USER agrees to indemnify NADA against any claim, liability, damages, cost, or expense arising from or relating to USER'S use of NADA Dealership Workforce Study and/or the LICENSED DATA.
    4. NADA Dealership Workforce Study (www.NADAworkforcestudy.com) may contain links to other websites, web-pages, and services (“WEBSITES”) operated by other entities or companies, and USER'S use of such WEBSITES is subject to the Terms and Conditions and other terms and guidelines, if any, contained within such given WEBSITE, or existing in a separate agreement between USER and that third party. USER is solely responsible for compliance with such terms and conditions. NADA disclaims all liability for the content and/or materials available on such other WEBSITES.
11. Trademarks. Nothing in this Agreement shall give USER any interest or license in any trademark, logo, or trade name owned or licensed by NADA Dealership Workforce Study, the National Automobile Dealers Association (NADA), or ESI Trends. USER agrees to refrain from using these trademarks without the express written approval of the holder of such trademarks.
12. Governing Law. This AGREEMENT is construed and governed in accordance with the laws of the Commonwealth of Virginia.
13. Integration and Severance. 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 USER'S assent to be legally bound by all terms and conditions of this AGREEMENT.

PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.