

## Sincro Product Guide



**This Product Guide is also available online at [sincrodigital.com](http://sincrodigital.com) and in Sincro's Dealer Command Center portal**

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Whether you are a long time customer or you are new to Sincro, LLC we extend our appreciation for your patronage and for the opportunity to serve you.

In the pages following you will find certain terms and provisions that supplement your Master Services Agreement or Master Dealer Agreement (as applicable) and govern the use of certain Sincro products and services. We created this guide in an effort to consolidate many of the standard provisions that govern the use of Sincro's most popular products and services into one document. By executing Sincro's Master Services Agreement, Master Dealer Agreement or any Order Forms, Schedules or Addenda thereto, you have agreed to be bound by the terms and conditions of this Product Guide.

We value you as a customer and will work hard to add value to your dealership on a daily basis. Once again, thank you for selecting Sincro as your business partner. We look forward to serving you.

Jen Cole  
President  
Sincro, LLC

## **General.**

### **1. General Provisions.**

A. General Provisions Regarding Product Guide. This Product Guide is incorporated into and is a part of the most recent Master Services Agreement (“MSA”) or Master Dealer Agreement (“MDA”) (the MSA or MDA together with all Schedules, Order Forms and Addenda and amendments thereto, the “Agreement”) between you (sometimes referred to in this Product Guide as “Client”) and Sincro, LLC (“Sincro”). Capitalized terms not otherwise defined in this Product Guide are used as defined in the MSA or MDA (as applicable) or elsewhere in the Agreement.

This Product Guide contains policies and terms that apply to Services you have licensed, subscribed to or otherwise acquired from Sincro. Sincro may, from time to time (and notwithstanding anything in the MSA or MDA to the contrary), amend, supplement or make other changes to this Product Guide. You should continually review the Product Guide in order to ascertain whether any such changes have been made to this Product Guide. Subject to the limitation described in the immediately succeeding sentence, such changes shall be effective at the time the modified Product Guide is posted at the web site sincrodigital.com (or any successor web site(s) designated by Sincro from time to time) and in the Dealer Command Center portal. .

B. Data Incidents. Without limiting the terms of the MSA and MDA that limit Sincro’s liability to Client, in the event of any data breach or other incident where Client’s systems and/or the security, confidentiality, or integrity of Client’s data hosted by Sincro is breached or compromised (a “Data Incident”) and which is caused by any reason (for example, hacking, malware, fraud, Client operation error, etc.) other than Sincro’s breach of its obligations under the section with the subtitle “CONFIDENTIALITY OF CLIENT DATA; DATA SECURITY” of the MSA or the provisions of the MDA regarding “Data Safeguards”, Client shall be solely responsible for conducting and managing the investigations and remediation of, or eDiscovery with respect to, such Data Incident at its own expense, including (without limitation) hiring any third party to assist Client’s forensic investigations. At Client’s request and expense, Sincro will use reasonable efforts to provide assistance to Client’s investigations, remediation and/or eDiscovery to the extent they relate to Client’s systems and data hosted by Sincro.

C. Sincro shall comply with the legal requirements of the California Consumer Privacy Act (the “CCPA”) applicable to service providers. In particular, with respect to personal information subject to the CCPA, Sincro certifies that it shall not, except as otherwise authorized and agreed to by Client, (i) sell the personal information, (ii) retain, use or disclose the personal information other than as needed to perform the services and for appropriate Business Purposes (as defined in the CCPA), or (iii) retain, use or disclose the personal information outside of its direct business relationship with Client.

## **DIGITAL MARKETING SERVICES**

### **2. Provisions Applicable to All Digital Marketing Services.**

A. Legal Compliance; Client Materials and License. Client acknowledges and agrees that, as between the parties, it is responsible for ensuring the legal compliance of all content on its Sincro-provided websites and in its Sincro-provided advertising, and without limiting the generality of the foregoing, that all information Client provides or approves or that is provided or approved on Client’s behalf in connection with any digital marketing Services to which Client subscribes (including by its OEM) is, and will be updated to remain, current and accurate. In addition, Client grants Sincro and any search engine, community site, social media site or other third party with whom Sincro places content or materials on Client’s behalf a royalty-free, worldwide right and license to (a) use any part of the materials provided by or on behalf of Client, which use includes publicly performing, publicly displaying and distributing such materials, copying and manipulating such materials as reasonably necessary for such performance, display and distribution, and modifying or using such materials commercially; and/or (b) as applicable, access, index, cache, and display the website(s)) to which Client’s vehicle or other listings link, or any portion thereof by any means, including

web spiders and crawlers, in connection with Client's vehicle or other listings, including the right to create and display thumbnail and full-scale copies of any text, graphics, images, audio, video, and other material included on such website(s).

B. Tracking/Reporting Technologies. Sincro may, in its sole discretion and in the course of providing Services, utilize other services and capabilities, including, but not limited to, developing and deploying websites (in addition to the primary website included in the Services or to which advertising Services are directed), website content, call tracking numbers, support services and third party content. Client authorizes Sincro to track activity on any Sincro-provided website and on any non-Sincro provided Client website for which Sincro provides a website-based application (such as a chat application) or to which Sincro-provided advertising services are directed, as well as on any advertising (such as display ads) provided on any non-Client websites, and to otherwise monitor and measure the efficacy of the Services, including without limitation through the use of trackable telephone numbers, "web beacons," tracking URLs, HTML tags, cookies, device tracking and other methods and technologies. In addition, if Client utilizes Audience Management Services from Sincro (a/k/a Personalization), and Client also has one or more non-Sincro provided websites that Client wishes to be used by Sincro as a source of data by Sincro for tracking, analysis and reporting purposes (and except to the extent that Client is prohibited by the provider(s) of such other website(s) from doing so), Client agrees to implement (or cause or allow to be implemented) on all pages of any non-Sincro provided website(s) a piece of JavaScript or other tracking code (a/k/a 'tag') provided by Sincro. This code may be used by Sincro to track browsing and other activities of the viewers of such website(s), personalize visitor experiences on Sincro websites, and to provide Sincro and Client with better insights into (and reporting on) Client's Sincro-provided and non-Sincro provided website activity (and by permitting such code to be implemented on such other website(s), Client represents and warrants to Sincro that such implementation and use of such code is not prohibited by such other website provider(s)). Upon notification from Sincro or termination of the Services, Client agrees to immediately cease all use of and facilitate removal of all web beacons or other similar tracking tags from Client's website(s) and Client shall be responsible for any fees or costs incurred by Sincro with respect to tracking tags that Sincro is unable to remove.

C. Call Tracking Requirements. Toll-free or other call tracking numbers and related call tracking services may be provided to Client in connection with the Services. These services provide the ability to track the source of certain inbound calls to Client's business and to record the call. In connection with providing the Services, the recorded calls may be reviewed by Sincro, Client's OEM (if applicable), and those given access by Client; which may include co-workers. In some jurisdictions calls may only be recorded with the consent of all parties to the call. Client represents and warrants that (i) the incoming message to Client's telephone system expressly notifies callers that calls may be monitored or recorded, (ii) the outgoing message from Client's telephone system expressly notifies call recipients that calls may be monitored or recorded; and (iii) Client has obtained (or will obtain prior to Client's employees' participation in recorded calls) all necessary consents required by applicable law from each employee who will participate in the recorded calls. Client acknowledges and agrees that neither Sincro nor its suppliers accepts any responsibility for (a) the legality of recording, monitoring, storing and/or divulging telephone calls and (b) the legal sufficiency of any recorded call prompt message.

D. Behavioral Targeting Capabilities. Client acknowledge that the digital marketing Services may include automatically modifying the content of Sincro- provided advertising and Client's Sincro-provided website(s) (including, but not limited to, replacement of home page elements with content from Client's OEM (if applicable)) based on information gathered from prior user visits to such website as well as visits to other websites and information gathered from other sources. Client consents to such modifications and Client represents and warrants that the collection and use of information online from a particular user over time and across non-affiliated websites for the purpose of delivering advertising to that user based on preferences inferred from such information does not and will not conflict with any contract, privacy policy or other commitment or agreement to which Client is a party or to which Client is subject. In addition, Client

authorizes Sincro to include on Client's website, or any portion thereof, a notice, consent and opt-out mechanism with respect to Sincro's collection and use of consumer behavior data through such website.

E. **Privacy Policy Requirements.** Client acknowledges and agrees that adherence to fair information collection practices is of utmost importance. So long as Sincro is providing the Services, Client shall ensure that the websites for which the Services are provided (including any non-Sincro provided websites for which Services are provided as described in Sections 2.B. and 2.F. of this Product Guide) will feature an easy-to-understand privacy policy, linked, at a minimum, conspicuously from the website(s)'s home page, with a link that contains the word "Privacy," that (i) in addition to the disclosures about Client's privacy practices, identifies the collection and use of information gathered in connection with the Services and the reporting activities related thereto and (ii) offers the user an opportunity to opt out from such collection and use via a live hyperlink to a Sincro-designated site (provided such link is provided by Sincro) or, in the case of any non-Sincro provided websites, other appropriate opt out capabilities and functionality that cause Sincro to be notified of any opt outs that would require action by Sincro in order to ensure full compliance with such opt outs. Sincro reserves the right to change the required disclosure language, including requiring certain disclosures as mandated by law (including industry self-regulation or practice), upon written notice to Client, and Client agrees to post such revised disclosure on such website(s) within five (5) business days following receipt of such notice.

F. **Email Services.** The Services may include components that allow Client to send e-mail messages, which components shall be used solely by Client. Client agrees to use the email services only to send messages to addressees who are personal friends and family, with whom Client has an established business relationship, or for whom Client has the verified permission to contact via email. Client shall not use the Services for (a) distributing or posting unsolicited email messages of a commercial or business nature; (b) distributing or posting email messages that are designed to deceive or mislead the recipient, (c) using distribution lists that include people who have not given specific permission to be included in such distribution, (d) continuing to distribute email to a recipient that has indicated that he/ she does not wish to receive email from Client, (e) taking any actions intended to cloak Client's identity, (f) sending email that contains any threatening, hateful, libelous or obscene material, or material of any nature which could be deemed to be offensive or constitutes pornography, and (g) violating the reasonable regulations of Sincro's email service provider.

3. **Website Services.** If Client has subscribed to website Services, Client consents to the provision by Sincro of vehicle inventory information displayed on Client's Sincro-provided website(s) to third party inventory aggregator websites such as CarGurus, Edmunds and Kelly Blue Book for display on such websites.

4. **Advertising Services.** If Client's has subscribed to digital advertising Services, which may include Sincro's Emerald, Gold, Diamond and Platinum digital advertising packages and its display advertising Services, Power Search or similar Services, then the following terms and conditions apply:

A. **Search and Display Services Generally.** Sincro will enter, on Client's behalf, into insertion orders and like agreements with search engines, display advertising networks and other third parties for the placement of keyword, paid inclusion and display advertisements. Client hereby authorizes Sincro to take such actions and Client will be subject to and be bound by any and all terms of such agreements; provided that Client will not be liable for fees in excess of the applicable fees specified in Client's order for the Services or otherwise authorized by Client. Search and display advertising Services are limited to a single supported website and one supported brand. Due to competition from other advertisers, Client's ads will change position during the course of a campaign. Searches, cost-per-click, click through rates, and positions will vary. Services with respect to a supported website will be deemed activated on the later of (a) immediately upon acceptance of the subscription by Sincro, and (b) activation of the website, if such website is provided by Sincro.

B. Appointment as Agent. During the term of the search and/or display marketing Services, Client agrees that Sincro will be the sole company charged with the responsibility of preparing and placing search engine and/or display network advertising with respect to the supported website(s) specified in Client's subscription. Client hereby appoints and authorizes Sincro to act as Client's agent in purchasing materials and services, contracting with third parties such as search engine operators and display ad networks, and taking such other actions as may be required to deliver the Services on Client's behalf, including the right to manage Client's accounts with search engines, display ad networks and like third parties, and to make all decisions (including, bid price, listing terms, and monthly spend) and take all actions (including, adding and deleting listings, creating new listings, editing listings and changing bid amounts) relating to Client's accounts. Unless otherwise specified, ads will be implemented on search and content sites at Sincro's sole discretion.

C. Advertising Budgets, Fees and Billing. The Emerald, Gold, Platinum and Diamond advertising packages and similar advertising Services are provided pursuant to monthly advertising budgets established by Client. For such Services, Client's initial budget shall be the amount shown in the "Monthly Fee" data field on the applicable MSA Schedule(s) or MDA Order Form(s). Subject to any monthly minimums required by Sincro or any minimum budget commitments made by Client, Client may increase or decrease the monthly budget in effect from time to time. Sincro must receive notice of any decrease to the budget (e-mail is sufficient) on or before the 24<sup>th</sup> of the month preceding the month for which such decrease will take effect (increases can be requested any time (including mid-month increases), but will be accepted by Sincro at its discretion (and, if accepted, will be implemented as soon as practicable). Sincro will use reasonable efforts to stay within the then-applicable monthly budget, but reserves the right to utilize (and charge Client for) up to 102% of the then-applicable budget amount. Such budget amounts include amounts spent by Sincro on (or otherwise attributed by Sincro to) advertising and technology (e.g. third party publishers and advertising networks, proprietary Sincro technology capabilities, etc.) (collectively, "Spend") in support of such Services, and, unless the applicable MSA Schedule or MDA Order Form specifies that such fees shall be in addition to such budget amounts, Sincro's advertising management fees for such Services shall be included in (and taken out of) such budgets. For advertising budgets that are inclusive of Sincro's management fee, and unless the applicable MSA Schedule or MDA Order Form specifies a different amount, the Spend for a particular Service will equal at least 60% of the applicable budget for such Service. Sincro charges and collects in arrears for its advertising Services.

D. Client's Responsibilities.

(1) Client agrees to designate a contact person ("Advertising Services Client Contact") for all communications between Client and Sincro with respect to digital advertising Services, and Client agrees to advise Sincro in writing of any change to its designated Client Contact. Sincro will direct reports, keyword approvals, advertising copy approvals and other elements of the Services to Client's designated Client Contact. Client agrees to use its best efforts to

- (a) be responsive to communications from Sincro,
- (b) be prompt and decisive in the development and approval of any landing pages, websites, ad creative, keyword selection, website enhancements or other deliverables, and
- (c) be active in the follow-up and tracking of leads and sales related to the Services. Client is solely responsible for the content of its websites, advertisements and the chosen keywords and phrases.

(2) Client will not engage or cause others to engage in any form of spamming or improper or malicious, as determined by Sincro, clicking, impression or marketing activities through any search engine or service. Without limiting the generality of the foregoing, Client will not implement and/or use technology which prohibits users from using the "Back" button on such user's browser to return to the prior site.

(3) Client agrees that by using a keyword, title, description, link, listing and/or other element of the Services that may be suggested by Sincro or its third-party service providers, Client represents, warrants and covenants that such keyword, title, description, link, listing or other element thereof is authorized by Client and in compliance with the Agreement. Client agrees that Sincro shall not have any liability for Client's keywords or Client's advertisements, or for any changes that Client makes to keywords or Client's advertisements based on suggestions by Sincro or a third-party service provider.

E. Search Engine Rules and Availability Subject to Change. All components of the search and display Services are subject to the continued availability of the applicable programs and features from each search engine and their partner sites. The search algorithms and rules and guidelines of each search engine and ad network are subject to change without notice.

F. If Client has Non-Sincro Provided Website(s) but Purchases Advertising Services from Sincro. If Client has one or more non-Sincro provided websites but subscribes to advertising Services from Sincro, and except to the extent that Client is prohibited by the provider(s) of such other website(s) from doing so, Client agrees to implement (or cause to be implemented) on all pages of such third party website(s) a piece of JavaScript or other tracking code (a/k/a 'tag') provided by Sincro. Such code will be used by Sincro to more effectively direct viewers of Sincro advertisements to such website(s), to track browsing and other activities of such advertisement viewers once they are on such website(s), to dynamically replace call tracking numbers for such viewers on such website(s) with Sincro-provided call tracking numbers, to provide Sincro and Client with better insights into (and reporting on) the effectiveness of Sincro's advertising Services, and to optimize advertising bidding, buying and optimization strategies regarding such advertising Services. By permitting such code to be implemented on such other website(s), Client represents and warrants to Sincro that such implementation and use of such code is not prohibited by such other website provider(s).

5. **Search Engine Optimization Services.** If Client has ordered search engine optimization ("SEO") services, which may include Power SEO or successor Services, then the following terms and conditions apply:

A. SEO Services Generally. SEO Services are provided by Sincro in support of Client's designated Sincro-provided website and may consist of: (a) registering a single dealership location with business directories, review sites and such other sites as Sincro may determine in its discretion, and (b) optimizing content and other elements of Client's website homepage and other pages within the site for organic search efficacy.

B. Client's Responsibilities.

(1) In the event that Client has existing accounts with business directories, review sites and similar services, Client agrees to provide Sincro with access to such accounts as reasonably required by Sincro to verify and optimize such directory listings.

(2) Client agrees to designate a contact person ("Client Contact") for all communications between Client and Sincro with respect to the SEO Services, and Client agrees to advise Sincro in writing of any change to Client's designated Client Contact. Sincro will direct communications regarding delivery of the Services to Client's designated Client Contact. Client agrees to use Client's best efforts to be responsive to communications from Sincro.

(3) Client is solely responsible for the content of its website(s) and all content associated with Client contained on directory listing sites, review sites and similar sites.

(4) Limitations. SEO Services are limited to a single supported website. Additional supported websites may be ordered for additional fees. Unless otherwise specified, search optimization, directory registration and other activities will be taken in Sincro's sole discretion. Client acknowledges that search optimization may not be carried out with respect to each page or each content element within the website. Components of the SEO Services are subject to the continued



availability of the applicable programs and features from directory and review sites and the rules and guidelines of each are subject to change without notice. The search algorithms of each search engine are subject to change without notice. Sincro does not guarantee natural ranking results and specific results and placement in each case will vary depending on, among other things, the level of competitive third party content indexed by the search engine, the content of Client's website, and other factors.

**6. Social Media & Reputation Management Services.** If Client has subscribed to social media or reputation management Services, then the following terms and conditions apply:

A. Social Media & Reputation Management Services Generally. Reputation Management Services are provided by Sincro in support of Client's online reputation as reflected on online community and review websites and may consist of:

- (1) registering a single dealership location with business directories, review sites and such other sites as Sincro may determine in its discretion,
- (2) monitoring of relevant reviews posted to such sites,
- (3) creation of one or more websites or website pages relating to customer testimonials and/or reviews, and
- (4) utilizing email or online surveys to encourage consumers to submit testimonials and/ or reviews. Social Media Marketing Services are provided by Sincro in support of Client's creation and maintenance of a presence in online social media communities and may include (x) creation of one or more branded websites incorporating social media content, (y) registering a single dealership location with social media sites (e.g. Facebook, Twitter, etc.), and (z) monitoring and assistance with managing Client's presence on social media websites. In the event that the Services include advertising services, Sincro may coordinate display advertising campaigns on Client's behalf for social media sites.

B. Appointment as Agent. Sincro will enter, on Client's behalf, into registration agreements, insertion orders and like agreements with online directories, community sites, social media sites and other third parties in connection with providing the Services. Client hereby appoints and authorizes Sincro to act as Client's agent in purchasing materials and services, contracting with third parties such as social media sites and display ad networks, and taking such other actions as may be required to deliver the Services on Client's behalf, including the right to manage Client's accounts with social media sites, display ad networks and like third parties, and to make decisions and take actions relating to Client's accounts in support of the Services. Unless otherwise specified, social media and other registrations and activities will be taken in Sincro's sole discretion. All components of the Social Media and/or Reputation Management Services are subject to the continued availability of the applicable programs and features from each community site, social media site, ad network and their partner sites and the rules and guidelines of each are subject to change without notice.

C. Client's Responsibilities.

- (1) Client shall provide Sincro information concerning
  - (a) suggested articles or content of interest to Client's social media community;
  - (b) general information regarding Client's location, brand identities, employees, or users participating in Client's social media community; and
  - (c) general information regarding linkages to and from the user community including but not limited to vehicle inventory, CRM systems, email accounts, websites, social profiles used by Client. Client agrees to designate a contact person ("Client Contact") for all

communications between Client and Sincro with respect to the Social Media and/or Reputation Management Services, and Client agrees to advise Sincro in writing of any change to Client's designated Client Contact. Sincro will direct reports, social media content approvals, advertising copy approvals and other elements of the Services to Client's designated Client Contact.

(2) Client agrees to use its best efforts to:

(a) be responsive to communications from Sincro,

(b) be prompt and decisive in the development and approval of any websites, ad creative, content or other deliverables, and

(c) be active in Client's engagement with the online communities related to the Services and Client's communications with consumers. Client is solely responsible for the content of Client's websites, advertisements, and all content associated with Client contained on online community, social media or similar sites.

(3) Client will not publish or cause to be published reviews or materials:

(a) impersonating or purporting to be from a third party or otherwise fraudulent or misleading, or

(b) providing compensation or incentives of any sort to consumers in connection with their provision of review or testimonial content.

D. On-Site Training Services. In the event that Client orders On-Site Training Services in connection with Social Media Marketing Services, in addition to the fees set forth in the order, Client agrees to pay for the reasonable travel expenses associated with such On-Site Training Services including air, lodging, car, and food and training materials.

7. **Connected Store**. The following terms and conditions apply to Connected Store, which is currently provided as a component of some website packages.

A. Client acknowledges that Connected Store is a web-based consumer facing application that Client can use to collect, process, and store consumer personal information, including, without limitation, name, email, telephone number, credit status, personal loan, etc. ("Personal Information").

B. Client acknowledges and agrees that Connected Store uses third party data in calculating certain values in the workflow, such as vehicle trade-in value, APR, etc., and such calculations are subject to the availability and accuracy of such third party data. Calculation of consumer payments is based on estimated tax rates and information provided by the consumer to Connected Store, and may be subject to change in the final transaction.

C. Connected Store may contain sample language for certain disclosures or disclaimers, but they are for Client's reference only, and Client shall be responsible for reviewing such sample language and modify it as it deems necessary.

E. The use of Connected Store is conditioned upon Client's purchases and use of Sincro digital marketing website services. Termination of Client's Sincro digital marketing website services for any reason will automatically cause the termination of Client's use of Connected Store.

8. **Reynolds Certified Integration**. The following terms and conditions apply to Clients using a Reynolds & Reynolds DMS and one or more of the following Sincro products:

Dealer | Dealer Group Websites,

Email Marketing,  
Loyalty Marketing,  
Reputation Management

A. Client has subscribed to one or more of the Sincro services listed above (collectively, the “Related Services”).

B. The Reynolds & Reynolds Company or its affiliates (collectively, “Reynolds”) currently provides Client with a Dealer Management System (“DMS”).

C. As part of its Reynolds Certified Interface program, Reynolds has developed certain processes and executed an agreement with Sincro (the “Interface Agreement”) that allows Sincro to receive from Reynolds certain data from Client’s DMS and/or allow the Applications to send data to Client’s DMS (“RCI Integration”) via an interface provided by Reynolds (the “Reynolds Interface”). Client provides its written consent to: (a) Reynolds providing the Related Services access to data from Client’s DMS; and (b) the Related Services providing Reynolds with access to the Related Services’ data, both of which may include, without limitation, non-public information regarding Client’s customers (“Customer NPI”). Sincro or Client may terminate the integration described in this Section 8 at any time if such party determines that (i) such integration may conflict with or adversely affect the operation or security of Client’s DMS (including without limitation the integrity or security of the data) or (ii) such access may violate any applicable laws or regulations.

D. TO NORTH CAROLINA DEALERS: THIS SECTION RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CUSTOMER RELATED DATA.

E. Sincro hereby provides a limited license (the “License”) authorizing the operation of the Reynolds Interface solely for the Related Services, to the extent the Related Services engage in RCI Integration (the “Interfaced Products”) and solely for Client.

F. Client shall not copy, disassemble, decompile, and/or reverse engineer the Interfaced Products.

G. Sincro reserves all rights, title and interest in and to the Interfaced Products.

H. Client shall not engage in or permit: (a) the transfer of or access to the Interfaced Products or the Reynolds Interface to or by third parties; (b) the lending, leasing, sublicensing or pledging of the Interfaced Product or the Reynolds Interface; or (c) service bureau or outsourcing uses of the Interfaced Products or the Reynolds Interface.

I. The Related Services and RCI Integration contain portions of program code owned by third party licensors and such licensors will be entitled to enforce the License as an intended third party beneficiary and the obligations of the licensee cannot be modified or terminated without the written consent of such third party licensors. Licensee shall not disclose any passwords or other security information that are related to the Reynolds Interface or other software licensed by the License. ALL LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event will any licensor be liable for indirect, incidental, consequential or exemplary damages arising from use, or inability to use Reynolds Interface(s), even if they knew of the possibility of such damages.

J. Client’s rights to use or maintain possession of the Interfaced Products shall terminate immediately upon Client’s breach of any material provision of the MSA.

K. Client shall not use the Interfaced Products or Reynolds Interface outside the definitions and process defined for the specified Related Services in the relevant subpart of the Interface Agreement.

L. Client shall provide its customers in Canada with a notice specifying that the Customer NPI or other personal information as defined under Canadian law may be transferred to and stored in the United States and may be subject to disclosure pursuant to the laws of the United States.

M. Sincro shall provide prompt notice to Client in the event of known or reasonably suspected privacy or security breaches.

N. The Client shall have the right to terminate the agreement for Sincro's noncompliance with any privacy laws or regulations.

O. Sincro shall return or destroy any Customer NPI at the termination of the Agreement.

P. Sincro shall implement and maintain appropriate safeguards to protect any Customer NPI that Sincro obtains pursuant to the Agreement for so long as Sincro has access to any such Customer NPI.

Q. Client warrants that for purposes of the data that may be accessed by Sincro and/or Client's DMS provider pursuant to this Agreement the Client has provided any required privacy notices to its customers as required by applicable law, including the Gramm-Leach-Bliley Act and its implementing regulations ("GLBA"), and to the extent applicable, the privacy laws of any state, Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"), and any other relevant privacy laws Canada or of any province of Canada or other relevant jurisdiction.

R. Sincro is prohibited from accessing, storing, sharing, disclosing or using any Customer NPI obtained pursuant to the Agreement other than as necessary to carry out the purposes for which the Client has provided access to the Customer NPI or as otherwise required by law.