

Universal Terms and Conditions of Use and End User License Agreement

INFINITI Dealer Digital Program

Additional Terms - Payment of Fees and Billing

IMPORTANT --- READ CAREFULLY: The products and services (referred to collectively as the "Services") are made available by Sanctus, LLC, a limited liability company doing business as Shift Digital ("Shift Digital"), for automotive dealerships that have been authorized by INFINITI Division of Nissan North America, Inc. ("INFINITI") to sell and service INFINITI brand vehicles. INFINITI is not providing or otherwise responsible for the Services and is not a party to these Universal Terms and Conditions of Use and End User License Agreement (this "Agreement"). INFINITI is a third-party beneficiary of this Agreement as provided in Section 18, however, Shift Digital does not have the power or authority to bind INFINITI through this Agreement or otherwise. This Agreement is a legal contract between you, the automotive dealer ("Dealer") subscribing to the Services, and Shift Digital. The Services are subject to the terms set forth in this Agreement. Dealer represents and warrants that it is a licensed automotive dealer authorized to sell and service vehicles under a franchise agreement with INFINITI.

Dealer's enrollment for any Services authorizes Shift Digital to begin providing Services and billing Dealer immediately. Dealer agrees to pay the applicable fees for Services as set forth in the electronic enrollment portal or order form, incorporated herein by reference.

IN ORDER TO USE THE SERVICES, DEALER MUST FIRST AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT BY CLICKING "ENROLL NOW" ON THE ENROLLMENT PORTAL AFTER MAKING THE SERVICE SELECTIONS, OR BY SELECTING SERVICES AND SIGNING A SERVICES ENROLLMENT FORM. DEALER MAY NOT USE THE SERVICES IF DEALER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT. DEALER CAN ACCEPT THE TERMS OF THIS AGREEMENT BY ENROLLING FOR AND/OR BY USING THE SERVICES, IN WHICH CASE, DEALER UNDERSTANDS AND AGREES THAT SHIFT DIGITAL WILL TREAT DEALER'S USE OF THE SERVICES AS ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

Before you continue, you should print or save a local copy of this Agreement for your records.

The definition of Services hereunder shall also include any online access to the electronic enrollment portal, informational web pages, and/or online reporting service (collectively, the "Secure Web Services") provided by Shift Digital.

1. Fees.

Please refer to Section 11 of the Universal Terms and Conditions of Use and End User License Agreement for the INFINITI Dealer Digital Program which can be accessed at <http://infinitudigitalprogram.com/docs/EULA.pdf>

By entering your billing information, Dealer is authorizing Shift Digital to charge your credit card or withdraw funds from a bank account for use of the Services. Dealer is responsible for maintaining accurate and current account information. If a charge for Services is denied for any reason, use of the services will be terminated. Services provided are on a pre-paid basis and Dealer is charged on a monthly cadence.

Please note a 3.5% processing fee will be applied to all credit card interactions.

If Dealer resides in NY, PA, TX, HI, NM, SD or WV certain products will incur applicable state taxes. Dealers in other states will be notified if Services become taxable in their state.

If you have questions or need help with managing your subscription, please call INFINITI Digital Program support at 833-283-7206 or email [info@infinitudigitalprogram.com](mailto:info@infinitudigitalprogram.com)