

EDMUNDS PANEL PARTICIPATION AGREEMENT

You have been invited to join an online market research panel (the "Edmunds Panel") operated by MARU Group LLC and Vision Critical Communications (US) Inc. (collectively, "MARU/VCCI") on behalf of Edmunds.com, Inc. ("Edmunds") through this website (the "Panel Site"). By joining the Edmunds Panel or continuing to use the Panel Site, you acknowledge and agree that you have read and understood this Edmunds Participation Agreement (this "Participation Agreement") and agree to be bound by its terms. IF YOU DO NOT AGREE TO BE BOUND BY THIS PARTICIPATION AGREEMENT, PLEASE EXIT THIS PAGE IMMEDIATELY AND REFRAIN FROM ANY FURTHER USE OF OR ACCESS TO THE PANEL SITE.

You and Edmunds hereby agree as follows:

1. You agree to participate in Edmunds' research activities, including without limitation surveys, interviews and/or evaluations being conducted through the Panel Site (the "Activities"). As part of the Activities, you agree to provide comments, evaluations, suggestions, survey answers, opinions and other input (collectively, your "Feedback") as requested by or on behalf of Edmunds. Your Feedback and any information, photos, videos, recordings or materials you submit, post, upload or otherwise provide to Edmunds or MARU/VCCI in connection with your participation in any Activities (collectively, your "Recordings" and with your Feedback, your "Submissions") will become and remain the exclusive property of Edmunds, including without limitation any future rights associated in such Submissions. This means you disclaim any proprietary rights in your Submissions.
2. Accordingly, you hereby irrevocably grant to Edmunds, and MARU/VCCI on behalf of Edmunds, the perpetual, royalty-free right and license: to obtain your Submissions; and to obtain other information about you including without limitation your name, email address, and city and state of residence (collectively, with the your Submissions, the "Information and Submissions"); and to edit, copy, distribute, transmit, display or perform, reproduce, translate or reformat and use in any manner in any and all media the Information and Submissions for Edmund's business purposes (which do not include making the Recordings available to the general public on Edmunds.com or any other website).
3. You acknowledge and agree that you will not be paid for participating in the Activities, for appearing in your Recordings, for giving Edmunds and MARU/VCCI the rights set forth in this Participation Agreement, or for Edmunds's and/or MARU/VCCI's exercise of any and all of the rights listed in this Participation Agreement. You hereby waive any and all rights you may have to any other compensation whatsoever (except for any prizes that may be awarded to you as part of a sweepstakes described below). You understand that Edmunds will incur significant costs and expenses in reliance upon this Participation Agreement, so you agree to not attempt to cancel it or to revoke any of the rights granted herein. Furthermore, you waive any right of inspection or approval of the Information and Submissions or the uses to which the Information and Submissions have been or may hereafter be put, and agree that in no event shall you have any right to seek injunctive or other equitable relief against Edmunds, its licensees, successor or assigns, or any other person (including without limitation MARU/VCCI) arising out of any use or non-use of the Information and Submissions.

From time to time, Edmunds may offer sweepstakes that give the members of the Edmunds Panel who have been invited to participate in a specific research activity the opportunity to enter for a chance to win a prize. Eligible members will receive email invitations with information about the sweepstakes and a link to the sweepstakes rules.

4. You are responsible for all usage activity on your Panel account and agree to not share your login credentials with anyone. You may terminate your membership in the Panel at any time. You acknowledge and agree that Edmunds or MARU/VCCI may terminate your membership in the Panel and/or your Panel account without notice to you in our discretion, including without limitation if you misrepresented information relevant to the Panel selection criteria, if the market research goals of Edmunds change, if you fail to actively participate in the Activities, or if you fail to comply with this Participation Agreement. The terms of this Participation Agreement shall survive any termination or cancellation of your membership in the Panel.

5. You acknowledge that your participation in the Activities may require the use of mobile device services, including without limitation data and/or messaging services, and are aware that your normal carrier's rates and fees (such as text messaging fees or data usage fees) will apply. You acknowledge and agree that Edmunds and MARU/VCCI are not responsible for any charges that may be incurred by you during participation in any mobile device-based Activities.
6. You agree to not violate or infringe any rights of third parties (including without limitation copyright, trademark, rights of privacy or publicity or any other proprietary right), and you agree to not violate any applicable laws or regulations. You represent and warrant to Edmunds that: Your Submissions are your original creation and you are the sole creator of Your Submissions; you have the right to enter into this Participation Agreement and in so doing you are not violating or breaching any of agreements, understandings or commitments you have made in favor of any other person or entity; and you will not at any time execute any other agreement in conflict with this Participation Agreement.
7. We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify, suspend or discontinue the Panel or Panel Site; and/or offer opportunities to some or all members of the Panel. You agree that neither Edmunds nor MARU/VCCI shall be liable to you or to any third party for any modification, suspension or discontinuance of the Panel or Panel Site.
8. You acknowledge that as part of your participation in the Activities, you may have access to Edmunds' confidential or proprietary information (the "Confidential Information"), including without limitation proposed or new websites, applications, services and products. You agree to protect the Confidential Information and not to distribute or allow access to the Confidential Information to any other person without the prior written consent of Edmunds. The obligations in this paragraph shall not apply to information which: (a) is generally available to the public through no breach of this or any other confidentiality obligation, or (b) was lawfully in your possession prior to the receipt of such information from Edmunds.
9. You agree to indemnify, defend and hold harmless Edmunds and MARU/VCCI and their officers, directors, agents, representatives and employees from and against any and all third party claims, demands, liabilities, costs or expenses whatsoever, including reasonable attorney's fees, arising from or related to any breach by you of this Participation Agreement or any applicable laws, or in any other way arising out of your use of the Panel Site or participation in any Activities.
10. **YOU, FOR YOURSELF AND ON BEHALF OF YOUR HEIRS, EXECUTORS, AGENTS, SUCCESSORS AND ASSIGNS, HEREBY RELEASE, PROMISE NOT TO SUE AND FOREVER DISCHARGE EDMUNDS, AND MARU/VCCI AND THEIR OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, INJURIES OR CAUSES OF ACTION WHATSOEVER THAT IN ANY WAY ARE CAUSED BY, ARISE OUT OF OR RESULT FROM THIS PARTICIPATION AGREEMENT, YOUR MEMBERSHIP ON THE PANEL, YOUR PARTICIPATION IN ANY ACTIVITIES, OR THE INFORMATION AND SUBMISSION, THE CREATION OF THE INFORMATION AND SUBMISSIONS, OR THE DISPLAY OR OTHER USE OF THE INFORMATION AND SUBMISSIONS, ON ANY LEGAL THEORY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RIGHTS OF PRIVACY AND PUBLICITY, DEFAMATION, OR FALSE LIGHT), REGARDLESS OF WHETHER CAUSED BY THE RELEASED PARTIES OR ANYONE ELSE.**

11. This Participation Agreement is the complete and binding agreement between you and Edmunds, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. The illegality, invalidity or unenforceability of any provision of this Participation Agreement shall in no way affect the validity or enforceability of any of the remainder of this Participation Agreement, which shall be enforced to the maximum extent permitted by law. This Participation Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by you and Edmunds or as otherwise set forth in this Section. Edmunds may modify the Participation Agreement at any time by providing you with notice via the Panel Site or email and obtaining your agreement in the manner prescribed by us. If you do not provide your agreement to the modified agreement, you may not participate in any Activities or continue to be a member of the Panel. This Participation Agreement and all collateral matters relating thereto shall be construed in accordance with the internal laws of the State of California, irrespective of the place of actual execution and/or performance of the parties hereto and without regard to any conflict of laws rules.