

EXHIBIT A

**SAFETY RECALL
CONTACT INFORMATION USE AGREEMENT**

This Safety Recall Contact Information Use Agreement (“Agreement”) is made between JAGUAR LAND ROVER NORTH AMERICA, LLC (“JLRNA”) and _____ (“Retailer”) effective _____, 20__.

JLRNA has negotiated an agreement with R. L. Polk & Co. (“Polk”) to allow JLRNA to provide Retailer access to certain Contact Information for owners of JLRNA motor vehicles subject to the Takata airbag recall and garaged in Retailer’s Area of Statistical Analysis (ASA) according to state motor vehicle registration records. JLRNA Retailer agrees that the Contact Information shall be used only for recall-related purposes as part of a recall campaign or campaigns pursuant to 49 C.F.R. § 577 *et seq.*, applicable to vehicles manufactured by or for JLRNA, or marketed by JLRNA, that are registered in the U.S., equipped with Takata airbag inflators subject to an open recall (collectively, the “Recall Campaigns”). Retailer agrees to use the provided Contact Information exclusively for contacting vehicle owners to schedule or follow-up on the status of Takata airbag recall service in the Recall Campaigns and for no other purpose whatsoever. Retailer agrees not to comingle the Contact Information with data in Retailer’s database systems or download, save, copy, or otherwise retain the Contact Information or any part of it, or use it for any other purpose than set forth above.

Retailer further agrees to comply with all other instructions from JLRNA concerning the use of the Contact Information, including but not limited to any instructions concerning identification of Retailer employees provided access to Contact Information, secure use of Contact Information, and similar matters.

Retailer acknowledges that the unauthorized use or retention of the Contact Information may violate State or Federal law (or both), including but not limited to the Driver’s Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-25, and may subject any violating Retailer to a penalty of \$2,500 per violation and other civil liabilities. Retailer agrees to comply with all such laws. In consideration for JLRNA providing Retailer with the Contact Information, Retailer agrees to defend, indemnify and hold harmless Polk; JLRNA; their respective agents, employees, representatives, officers, directors, principals, attorneys, shareholders, parents, affiliates, and subsidiaries; and the predecessors, successors, beneficiaries, and assigns of each of them, from any claims arising out of or related to Retailer’s retention, comingling, or other unauthorized use of the Contact Information. Polk is an intended third-party beneficiary of this agreement.

This Agreement may not be amended except in a writing signed by both parties. This Agreement shall be governed by the laws of the State of Michigan without regard to its choice of law principles.

JAGUAR LAND ROVER NORTH AMERICA, LLC By: <u>[Signature]</u> Print name: <u>ROLY BEATTIE</u> Its: _____	RETAILER By: _____ Print name: _____ Its: _____
	Retailer Primary User: Print name: _____ Email: _____ Phone: _____
Retailer Additional User: Print name: _____ Email: _____ Phone: _____	Retailer Additional User: Print name: _____ Email: _____ Phone: _____