

ADDITIONAL TERMS AND CONDITIONS

Product Description: The Dealertrack DMS is the dealer management system offered by Dealertrack, which presently includes modules to assist Customer with its accounting, sales management, finance, parts and service.

Additional Terms and Conditions:

1. Definitions.

- (a) **“Data Conversion”** means the process of migrating data from Customer’s then-current system to the Dealertrack DMS, as specified in Dealertrack’s then-current Data Conversion Elements documentation.
- (b) **“Forms”** means Customer’s or a Third Party’s business forms related to the sale, leasing and financing of automobiles.
- (c) **“Forms Programming”** means the customization or programming of Forms for use within or to become compatible with the Dealertrack DMS. The number of Forms, if any, to be programmed will be set forth on the applicable Order Form.
- (d) **“Setup”** means the services provided by Dealertrack to establish the Customer’s Instance of the Dealertrack DMS and to create a Customer-specific Virtual Private Network (VPN) to Dealertrack’s ASP.
- (e) **“Training”** means training on the use of and functionality of the Dealertrack DMS in accordance with the schedule and training methods (e.g. on-site or remote) set forth on the applicable Order Form. Dealertrack may charge an additional Fee for any training in excess of what is set forth on the applicable Order Form. All training purchased on the Order Form expires at the earlier of (i) ninety (90) days from Customer’s Dealertrack DMS Activation Date, or (ii) six (6) months from the date of the Order Form.

2. Customer Acknowledgements and Obligations. Customer acknowledges and agrees that:

- (a) Only Dealertrack or a Third Party authorized by Dealertrack may provide integration between the Dealertrack DMS and Third Party Materials.
- (b) Prior to Setup and Training and at all times during the Subscription Term, Customer’s Resources will meet the system requirements set by Dealertrack for compatibility with the Dealertrack DMS.
- (c) Prior to commencement of on-site Setup and Training, Customer will provide Dealertrack with any Forms requiring Forms Programming.
- (d) Customer will make its Personnel available for Training in accordance with a mutually agreed to training schedule and will provide a project coordinator to be the primary point of contact for Training.
- (e) If Customer changes or cancels the installation date on less than thirty (30) days’ notice, Dealertrack may charge an additional Fee equal to 10% of Customer’s one-time Fee.