

DEALERTRACK DMS

SERVICE LEVEL ADDENDUM

The purpose of this Service Level Addendum (the “SLA”) is to define certain service levels for the Dealertrack DMS.

Qualifying System Outages: If you experience a Qualifying System Outage, you will receive a Service Credit in your next month’s DMS invoice.

A “Qualifying System Outage” is a System Outage that lasts for a period of at least sixty consecutive minutes during Standard Business Hours. Standard Business Hours are 7:00 a.m. to 11:59 p.m.

A “System Outage” is a failure to deliver a core piece of Dealertrack DMS functionality caused by a malfunction in the DMS application itself, Dealertrack network equipment or Dealertrack data center hardware.

Service Credit: If you experience a Qualifying System Outage, we will provide you a credit in your next month’s invoice equal to 1/30 of your Monthly Recurring Fees. This credit will appear as a line item called “Qualifying System Outage Credit.”

Please note that the credit amount will not include any fees related to your One-Time Charges, even if you are paying your One-Time Charges on a monthly basis.

Notification of Qualifying System Outages: In addition to the line item described above, in the event of a System Outage we will provide notification to the email address that you have set up in the DMS. If you would like to opt-in for DMS Text Alerts please visit www.dealertrack.com/dmsalerts to opt-in.

Non-qualifying Events: Service Credits are not available for system unavailability caused by factors out Dealertrack’s control, such as customer system failures or widespread Internet outages.

The Service Credit also does not apply for Dealertrack scheduled system maintenance.

Timing: Should you become eligible for a Service Credit; the Service Credit will appear in your next monthly invoice.

Cumulative and Exclusive Remedies: The Service Credits are cumulative in respect to one billing period. The aggregate maximum number of Service Credits to be issued for any and all failures to comply with this SLA that occur in a single billing period shall not exceed the equivalent of the total monthly fee for that billing period.

No other service level warranties are being offered other than those set forth in this SLA.

Multiple Rooftop Agreements: If a customer with multiple dealerships is eligible for a Service Credit, the amount of the Service Credit will be limited to the monthly fees of the dealership that has undergone the Qualifying System Outage.