

Digital Contracting Services Schedule

1. Digital Contracting

- a. **Service Description.** Digital Contracting, among other things, is designed to (i) provide the capability for Digital Contracting Dealers to access electronically certain Contracts and certain Ancillary Forms selected by Client pursuant to the Digital Contracting and Vaulting Addendum entered into by and between Dealertrack and the applicable Client (the “**Addendum**”), (ii) provide Digital Contracting Dealers the ability to complete Contracts and Ancillary Forms using Dealertrack’s standard input screens, (iii) provide a process by which Data for the Contracts and Ancillary Forms inputted by a Digital Contracting Dealer using Dealertrack’s Digital Contracting standard input screens can be verified against Client’s parameters and rules, alerting the Digital Contracting Dealer of potential errors, and (iv) give such Digital Contracting Dealers the capability to: (A) access, process, and electronically affix the Digital Contracting Dealer’s and applicable buyer(s)’ signatures to such Contracts through the use of touchscreen mobile devices or other approved interfaces, as determined by Dealertrack, and electronically transmit the Signed Contract to Client via Vaulting, or (B) print the final Contract and Ancillary Forms for “wet ink” signature. Subject to the Parties completing their respective obligations under the Addendum, Digital Contracting, for purposes of the Addendum and pricing considerations therein, will be designed to interface with the Client Computer so that Client can (1) receive (x) certain Data inputted by a Digital Contracting Dealer into Dealertrack’s Digital Contracting standard input screens, (y) Signed Contracts (via Vaulting), and (z) Contracts and Ancillary Forms submitted through the Credit Application Portal by Digital Contracting Dealers, and (2) communicate an acceptance of the Signed Contracts and other standard messages through the Credit Application Portal to the applicable Digital Contracting Dealers.
- b. **Setup.** Base configuration includes project management, forms configuration, front-end rules development, and quality assurance work necessary for deployment of the basic features and functionality of the Digital Contracting platform outlined in Attachment 1 attached hereto. Additional setup work required to enable Client on the Digital Contracting platform will be billed at the “Time and Materials Rate” set forth in Exhibit A of the Addendum (the “**Time and Materials Rate**”). Base configuration does not include custom development work outside the scope of a standard Digital Contracting configuration; such work is covered below in Section 5 (Custom Development Work) below.
- c. **Digital Contracting Transaction Fees.** “**Transaction**” means the acceptance by Client of a single Contract from a Digital Contracting Dealer via the Credit Application Portal. The Digital Contracting fee per Transaction (the “**Digital Contracting Transaction Fee**”) will be calculated on a monthly basis according to the pricing schedule set forth in Exhibit A of the Addendum.

2. Verification Engine

- a. **Service Description.** The Verification Engine is designed to provide a process by which Client can systematically compare selected Data and Contracts that are inputted and completed using Dealertrack’s Digital Contracting standard input screens and electronically transmitted through the Dealertrack System by Digital Contracting Dealers against Client’s Verification Rules to identify whether the Data or Contracts fall within such parameters.
- b. **Standard Setup/Configuration.**
 - i. Standard setup includes up to 20 hours of implementation services to configure

Client-specific parameters within the standard setup rules provided by the Verification Engine, which will enable Client on the Verification Engine. Additional setup work required to enable Client on the Verification Engine will be billed at the Time and Materials Rate.

- ii. Once Client has been configured on the Verification Engine, if Client wishes to make any modifications to its Verification Rules, Client must submit a detailed written request to Dealertrack. Dealertrack will, within ten (10) business days of its receipt of any such request, provide Client with a written response containing: (A) the estimated cost involved, it being agreed that Client will pay Dealertrack on a time and materials basis at the Time and Materials Rate (or Dealertrack's then-current time and materials rate if reflected in Dealertrack's response) for all work performed by Dealertrack in connection with implementing the requested changes; (B) confirmation of the procedures required to complete the applicable changes, including Client's responsibilities with respect thereto; and (C) the delivery date expectations.
 - iii. Client must provide Dealertrack with written approval of the terms set out in the response, and, upon receipt of such approval, Dealertrack will schedule the required changes with Client in accordance with the timetable set forth in the response.
 - iv. During the development of an approved change request, Dealertrack will provide Client with written notice if: (A) the estimated cost of the development of such changes will likely exceed the amount set out in the applicable response by twenty percent (20%) or more; and/or (B) the estimated timeframe for the completion of such changes will likely be delayed by more than five (5) business days from the date set out in the applicable response. Dealertrack and Client will work together to find a solution to such increase and/or delay by adjusting the scope, revising the price or adjusting the timeframe of the applicable changes.
- c. **Verification Engine Transaction Fees.** The Verification Engine fee per each unique Contract submitted for verification via the Verification Engine (the "**Verification Fee**") will be calculated on a monthly basis according to the pricing schedule set forth in Exhibit B of the Addendum. For clarity, Client will not be charged more than one (1) Verification Fee per each unique Contract submitted for verification via the Verification Engine, regardless of the number of times such Contract is submitted for verification.

3. **Vaulting.**

- a. **Service Description.** Vaulting is designed to (i) serve as a storage, access, and control transfer system for Signed Contracts, (ii) provide the Client with secure off-site storage of the Signed Contracts (or non-authoritative copies thereof) in the Vault, and (iii) provide the Client with the option to export any Signed Contract to a paper original. Vaulting is designed to allow the Client to have secure access to Signed Contracts through the use of Credentials assigned to Client. Vaulting is also designed to facilitate the transfer of control of Signed Contracts to Client and certain other third parties that utilize the Credit Application Portal.

Annual Vaulting Fee. The Vaulting Fee, hereinafter the "Annual Vaulting Fee" set forth in Exhibit A of the Addendum will apply for so long as each Signed Contract or non-authoritative copy thereof is stored on the Credit Application Portal via Vaulting. Client will be invoiced, in advance, in January for each Signed Contract or non-authoritative copy thereof stored on the Credit Application Portal via Vaulting on December 31st of the prior year. No pro-rata refunds will be given by Dealertrack for Signed Contracts exported from

Vaulting during a given year.

4. **Client Custom Documents**. For each Client Custom Document (i.e. each contract, ancillary document, etc.) that Client provides to Dealertrack to support on the Credit Application Portal, Client will pay Dealertrack the “Time and Materials Rate” set forth in Exhibit A of the Addendum for any Client Custom Document set up. After the initial creation of a Client Custom Document, if Client requests any modifications to such Client Custom Document, such subsequent modifications must be more fully set forth in a written Statement of Work or other document mutually agreed to by the Parties, and Client will pay Dealertrack on a time and materials basis at the Time and Materials Rate (or Dealertrack’s then-current time and materials rate if set forth in such Statement of Work or other document).
5. **Custom Development Work**.
 - a. If additional development work is required to support non-standard configuration or business rules, Client and Dealertrack will work together in good faith to determine the scope of the additional development work.
 - b. Dealertrack will provide Client with a written summary containing: (i) the estimated cost involved, it being agreed that Client will pay Dealertrack on a time and materials basis at the Time and Materials Rate (or Dealertrack’s then-current time and materials rate if reflected in Dealertrack’s response) for all work performed by Dealertrack in connection with implementing the requested changes; (ii) confirmation of the procedures required to complete the applicable development work, including Client’s responsibilities with respect thereto; and (iii) the delivery date expectations.
 - c. Client must provide Dealertrack with written approval of the terms set out in the response (which may be evidenced by the inclusion of such terms in Exhibit A of the Addendum), and, upon receipt of such approval, Dealertrack will schedule the required development work with Client in accordance with the timetable set forth in the response.
 - d. During the development work, Dealertrack will provide Client with written notice if: (i) the estimated cost of the development work will likely exceed the amount set out in the applicable response by twenty percent (20%) or more; and/or (ii) the estimated timeframe for the completion of such development work will likely be delayed by more than five (5) business days from the date set out in the applicable response. Dealertrack and Client will work together to find a solution to such increase and/or delay by adjusting the scope, revising the price or adjusting the timeframe of the applicable development work.

Attachment 1

Digital Contracting Base Configuration

The Digital Contracting base configuration will be validated by the completion of a lender launch kit prior to beginning the implementation project and typically includes the following:

<u>Feature</u>	<u>Configuration</u>
Support for retail loans on motor vehicles in all 50 states	Standard
Support for Applicant, Co-Applicant, Business, Business with Co-Applicant Contracts	Standard
Use of LAW Retail Contracts (Standard Form Contracts)	Standard
Spot Delivery capability	Standard
Standard pre-submit validation rules	Standard
Use of Dealertrack's standard interface and XML for integration	Standard
Configuration of Client within the Dealertrack hosted Vaulting solution	Standard
Use of Dealertrack Ancillary Forms	Standard