

A. DEALERTRACK SYSTEM RULES FOR DIGITAL CONTRACTING AND VAULTING SERVICES FOR THREE PARTY CONTRACTS

These System Rules (these “System Rules”) for Digital Contracting and Vaulting Services for Three Party Contracts (as defined below) by and between Dealertrack, Inc. (“Dealertrack”), and all Participants (as defined below) govern the access to and use of the System by Participants, for the creation, transfer and storage of Three Party Contracts.

These System Rules apply only to the creation, transfer and storage of Three Party Contracts. Creation, transfer and storage of Two Party Contracts (defined below) via the System are not governed by this document, but are rather governed by a separate document (entitled Dealertrack System Rules for eContracting and Vaulting Services for Two Party Contracts).

In the event of any conflict between these System Rules and any applicable Dealer Agreement or Purchaser Agreement (defined below), the terms of the applicable Dealer Agreement or Purchaser Agreement will control. In accordance with the applicable Dealer Agreement or Purchaser Agreement, Dealertrack and all Participants using Digital Contracting or Vaulting Services are bound by these System Rules.

1.0 Definitions.

1.1 Advance Notice. Unless otherwise specified, “Advance Notice” shall mean commercially reasonable notice prior to the occurrence of certain events, as specified in these System Rules.

1.2 Authoritative Copy. A single copy of an eContract that can be identified and distinguished from all other copies of the eContract. After being signed, the Authoritative Copy is unalterable without the alteration being detected and identified as either an authorized or unauthorized change.

1.3 Borrower. The customer of the Dealer making the purchaser or lease of the automobile or other vehicle.

1.4 Control. Control of the Authoritative Copy of an eContract pursuant to the requirements of UCC Revised Article 9, § 9-105.

1.5 Credential. A password, user identification code or methodology which allows access to the System.

1.6 Custodian. A Person who maintains the Authoritative Copy of an eContract on behalf of the Owner of Record. Dealertrack is the designated Custodian of all eContracts stored on the System.

1.7 Dealer. An automobile dealer who subscribes to and uses the System.

1.8 Dealer Agreement. The agreement between Dealertrack and a Dealer governing the Dealer’s use of Digital Contracting and/or the System, which incorporates these System Rules by reference, either expressly or as product-specific terms and conditions made available by Dealertrack on the Dealertrack website.

1.9 eContract. A motor vehicle retail installment sales contract or motor vehicle lease, evidenced by an electronic record that has been (i) electronically Signed, and (ii) stored in electronic format.

1.10 Destruction or Destroy. The System functionality causing the permanent decommissioning of the Authoritative Copy from the System (e.g., rendering inaccessible or inactive). A Non-Authoritative Copy of an eContract on the System, the Authoritative Copy of which was subject to Destruction, is indicated on the System with a status of “eTerminated”.

1.11 ESIGN Act. The federal Electronic Signatures in Global and National Commerce Act, codified at 15 U.S.C. § 7001 et seq.

1.12 Export or Exportation. The System functionality causing the conversion of the Authoritative Copy to a paper original. A Non-Authoritative Copy of an eContract on the System, the Authoritative Copy of which was subject to Export, is indicated on the System with a status of “Exported”.

1.13 Financing Source. The initial Purchaser and/or prospective Purchaser of an eContract from a Dealer.

1.14 Non-Authoritative Copy. A copy of an eContract that is not the Authoritative Copy.

1.15 Owner of Record. The Participant having Control of the eContract and who is entitled to transfer Control of the eContract to another Person.

1.16 Ownership Record. An electronic record maintained by the System which documents the creation, Transfer, Exportation, TOLEC, and Destruction of an eContract.

1.17 Participant. A Dealer, Purchaser or other Person utilizing the System.

1.18 Person. Any individual or legal or government entity, including without limitation a corporation, partnership, joint venture, joint stock company, unincorporated organization or group, limited liability company, association, trust, or any government agency, instrumentality or political jurisdiction or subdivision.

1.19 Purchaser. A Person, including but not limited to a financial institution, a lender or other financing source, that purchases an eContract via the System.

1.20 Purchaser Agreement. The agreement between Dealertrack and a Purchaser governing the Purchaser’s use of eContracts and/or the System, which incorporates these System Rules by reference, either expressly or as specifications or requirements documentation, or as terms of use, provided by Dealertrack to Purchaser by posting on the Dealertrack website.

1.21 Record. Information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

1.22 Signed or Signature. An electronic sound, symbol, or process attached to or logically associated with a Record and executed or adopted by a Person with the intent to sign the Record, which also qualifies as authentication when required to do so under UCC Revised Article 9.

1.23 Signing Device. A viewing device and signing mechanism consisting of an Apple iPad, Android Tablet, Microsoft Surface or any other touchscreen device, or a non-touchscreen device such as a PC or laptop, in either case with a screen of nine inches (9”) or greater to be used for document presentation and electronic signing.

1.24 System. Dealertrack’s web-enabled data processing system that permits Dealers to create eContracts, facilitates the transfer of data from Dealers to Purchasers, provides for the secure storage of eContracts in an electronic Vault, and allows for the transfer of Control of eContracts from the Dealer, to the Purchaser, and subsequent securitization and transfer in the secondary market.

1.25 Three Party Contract. An eContract which, on its face, names a Dealer as the original creditor to whom the obligation evidenced by the eContract is payable and involves the assignment of such eContract to a Purchaser.

1.26 TOLEC. The System functionality causing a transmission of the Authoritative Copy of an eContract from the System for maintenance on the vaulting platform of a Purchaser. A Non-Authoritative Copy of an eContract on the System, the Authoritative Copy of which was subject to TOLEC, is indicated on the System with a status of “TOLEC”.

1.27 Transfer. The System functionality causing a transfer of Control of an Authoritative Copy on the System between Participants. A Non-Authoritative Copy of an eContract on the System, the Authoritative Copy of which was subject to Transfer, is indicated on the System with a status of “Transferred”.

1.28 Two Party Contract. An eContract which, on its face, names a financing source as the original creditor to whom the obligation evidenced by the eContract is payable, even though a Dealer may have negotiated it and obtained Signatures on the financing source’s behalf.

1.29 UCC Revised Article 9. UCC Revised Article 9 of the Uniform Commercial Code as enacted in the applicable controlling jurisdiction, as amended or supplemented from time to time. Section number citations refer to the Official Text as drafted by the Uniform Law Commission.

1.30 UETA. The Uniform Electronic Transactions Act as enacted in the applicable controlling jurisdiction, as amended or supplemented from time to time. Section number citations refer to the Official Text as drafted by the Uniform Law Commission.

1.31 Vault or Vaulting. The electronic storage, access, and Control transfer system managed by Dealertrack as Custodian, which provides Persons, including, without limitation, Dealers and Purchasers, with secure storage and management of Authoritative Copies and facilitates the Transfer of Authoritative Copies.

2.0 Participant Administration.

2.1 Administrator. Each Participant will identify one or more administrators (each, an “Administrator”) who will supervise and coordinate all the Participant’s responsibilities under the applicable Dealer Agreement or Purchaser Agreement. Each Participant shall have at least one active Administrator at all times.

2.2 Credentials. Administrators are responsible for distributing Credentials to the Participant’s authorized employees and agents for accessing the System and for establishing the level of access permissions associated with each Credential. Administrators are also responsible for informing employees of the responsibilities and security involved with the use of a Credential and maintaining each Credential.

2.3 Access Permissions. Dealertrack may add, modify, or eliminate access permissions available to an Administrator from time to time in its reasonable discretion; provided, however,, Dealertrack shall use commercially reasonable efforts to provide Advance Notice to the affected Administrators.

2.4 Powers of Administrator. Administrators will create, modify, or delete users and assign specific users the available access permissions.

2.5 Procedures for Disabling Administrators. If at any time Participant wants to remove an Administrator, Participant shall immediately disable such former Administrator’s Credentials.

2.6 Dealertrack’s Reliance on Credentials and Administrators’ Instructions; Arbitration of Disputes.

1.0 2.6.1 Participants agree that Dealertrack may act in reliance upon any instruction, instrument or signature of any Administrator reasonably believed by Dealertrack to be genuine. Dealertrack may assume that an Administrator who gives any written or electronic notice, request, or instruction has the authority to do so. Dealertrack will not be required to inquire into the truth or evaluate the merits of any statement or representation contained in any notice or document presented by the Administrator. Dealertrack may ignore any instruction, instrument or signature of any Person not identified to Dealertrack as a then-current Administrator in accordance with these System Rules.

2.0 2.6.2 Participants will take all reasonable precautions to prevent unauthorized use of Credentials. Any Person using a Credential is conclusively deemed to have actual authority to engage in any Vaulting activity for which such Credential is authorized in accordance with the System Rules. Dealertrack may rely on information and instructions received by a Person using a Credential distributed by Participant unless the Participant provides Dealertrack Advance Notice that a Credential has been compromised. Dealertrack shall incur no liability for such reliance. For purposes of this section, Advance Notice is two business days’ actual notice delivered in accordance with the applicable Dealer Agreement or Purchaser Agreement. In the event of any breach by Participant (or any employee or representative of Participant) of security measures established by Dealertrack in accordance with these System Rules, including use of Vaulting by any unauthorized Person, Dealertrack shall, after providing Participant with notice of the breach, have the right to immediately restrict Participant’s access to the affected portion of Vaulting until such breach has been remedied to the reasonable satisfaction of Dealertrack.

3.0 2.6.3 Dealertrack reserves the right to arbitrate any disputes between Participants regarding the Administrator's instructions or any Person's Vaulting activities until the dispute is resolved. The cost of such arbitration shall be borne by the related Participants, not Dealertrack, and such Participants shall reimburse Dealertrack for any reasonable costs incurred by Dealertrack in connection with any such arbitration.

2.7 Interface with System. Each Participant will manage eContracts within the System through direct communication from the Participant's servicing or other system, if available ("Direct Communication Link") or online through the Dealertrack Web-based interface ("Web-Based Interface").

4.0 2.7.1 A Direct Communication Link allows the Participant to extend existing servicing or other system capabilities to manage eContracts by interfacing with the Vault using the Dealertrack-defined XML messaging interface.

5.0 2.7.2 The Web-Based Interface provides the Participant with an online application to manage eContracts stored in the Vault. Participant employees will have permissions to access the System as defined in Sections 2.2 and 2.3 of these System Rules.

2.8 Breach of Security Measures. If Dealertrack reasonably believes that a Participant, an employee or agent of the Participant, or a Person using Credentials issued by the Participant has breached a security measure established by Dealertrack, the applicable Dealer Agreement or Purchaser Agreement, or any of these System Rules, Dealertrack has the right, in its sole discretion, to restrict the Person's and/or Participant's access to the System until the Participant can establish to Dealertrack's satisfaction that it has addressed the cause(s) of the security breach. Dealertrack may terminate or restrict the use of any individual Credential for the same reasons. Participant acknowledges that, due to the severity of such security breaches, Dealertrack may be required to restrict or terminate access or Credentials immediately, but Dealertrack shall generally endeavor to provide reasonable advance notice before restriction or termination. If Dealertrack is unable to provide reasonable advance notice, Dealertrack shall notify Participant immediately following restriction or termination, so that Dealertrack and the Participant may work to resolve the issue as soon as practicable.

2.9 Agreement to use Records and Signatures for Digital Contracting and Vaulting. Each Participant agrees to the use of electronic Records and Signatures for Digital Contracting and Vaulting in connection with the System. All Records created, delivered, managed or stored by the System will be deemed the equivalent of writings. All manifestations of assent by a Person using a Credential, including without limitation click-throughs and typed or digitized handwritten signatures, shall be intended to serve as Signatures and shall be deemed the equivalent of a manual signature.

3.0 Creation of eContracts. The System has two alternative ways to create eContracts, one of which is now deprecated and only supported on the Classic platform:

3.1 Providing Contract Disclosures and Obtaining Signatures Using Electronic Signature Pads as part of the Signing Device. This method only exists in the Classic platform and is no longer supported on Dealertrack uniFI.

A. Provision of eContract and Disclosures to Borrowers. Once the System creates a review draft of an eContract, the Dealer shall print a copy of the eContract for the Borrower to review, as well as any other disclosures required by applicable law. The printed copy of the eContract will contain a watermark on each page indicating it is a review copy, and the signature blocks will be blacked out to prevent execution of the review copy. After the System prints the review copy, the System will allow the Dealer to (i) cancel the eContract; (ii) modify the eContract; or (iii) execute the eContract. If the Dealer modifies the eContract data, the Dealer must resubmit the modified data to the Financing Source, and upon the Financing Source's approval of the modification, the Dealer must provide a revised review copy to the Borrower pursuant to this Section. Dealers are responsible for testing and ensuring that the eContract is printed accurately.

B. Execution of eContracts. The System will display the required signature blocks for the Borrower, co-Borrower (if applicable), and, if required, the Dealer (either in its own capacity or as agent for a Financing Source or third party).

C. The Dealer will obtain the Signatures from the contracting parties using a Signing Device which includes an electronic signature pad supplied or approved by Dealertrack for the collection and binding of Signatures to the eContract.

D. The date and time the System logs the association of a Signature with an eContract will be presumed accurate in the absence of specific evidence to the contrary.

E. Once a Signature is logically associated with the eContract, modifications to the eContract (other than the addition of other Signatures) requires termination and re-initiation of the Digital Contracting process.

F. All required Signatures do not have to be obtained at the same time (unless required by the policies of a particular Financing Source). But all required Signatures must be obtained within a five (5) day period (or such other period as Dealertrack may establish from time to time, in its sole discretion). The System will only store a partially signed eContract for five (5) days after the first Signature is attached to the eContract.

G. Once a Dealer obtains all required Signatures, the System will generate a forced print of the fully executed Non-Authoritative Copy of the eContract for delivery by the Dealer to the Borrower(s).

3.2 Providing Contract Disclosures and Obtaining Signatures Using a Signing Device other than a Signature Pad.

A. Once eContract data has been completely collected and approved by the Financing Source, the Dealer has the ability to (i) cancel the eContract; (ii) modify the eContract; or (iii) execute the eContract. If the Dealer modifies the eContract data, the Dealer must resubmit the modified data to the Financing Source, and upon the Financing Source's approval of the modification, the Dealer must begin the Digital Contracting process anew with the modified eContract.

B. Disclosures to Borrowers. The Dealer will present control of the Signing Device to the Borrower, which will identify the Borrower by name on-screen. The Borrower will then be presented with the Terms and Conditions (Consent to do Business Electronically), for which the

Borrower will need to click Agree in order to proceed with the execution process. The System will then display the eContract on screen, and the Borrower will be required to review the eContract in full (scroll to the bottom) in order to begin eContract execution. The Borrower will have the right to request a printed paper copy of the eContract for review in lieu of or in addition to reviewing the eContract on the Signing Device. The printed paper copy of the eContract will contain a watermark on each page indicating it is a review copy, and the signature blocks will be blacked out to prevent execution of the review copy.

C. Execution of eContracts. The System will display the required signature blocks for the Borrower, co-Borrower (if applicable), and, if required, the Dealer (either in its own capacity or as agent for a Financing Source or third party).

D. The System will obtain the Signatures from the contracting parties, and the parties must select each signature block within the eContract in order to apply the Signature.

E. The date and time the System logs the association of a Signature with an eContract will be presumed accurate in the absence of specific evidence to the contrary.

F. Once a Signature is logically associated with the eContract, modifications to the eContract (other than the addition of other Signatures) require termination and re-initiation of the Digital Contracting process.

G. All required Signatures do not have to be obtained at the same time (unless required by the policies of a particular Financing Source). But all required Signatures must be obtained within a five (5) day period (or such other period as Dealertrack may establish from time to time, in its sole discretion). The System will only store a partially signed eContract for five (5) days after the first Signature is attached to the eContract.

H. Once the System obtains all required Signatures and they are applied to all signature blocks by all parties, the System will generate a forced print of the fully executed Non-Authoritative Copy of the eContract.

3.3 Once a Dealer obtains all required Signatures, and submits the eContract to a Financing Source, Dealer hereby agrees not to submit the eContract or a paper version of the eContract to any other financing source unless the pending submission is rejected.

4.0 Authoritative Copy.

4.1 All Participants agree that each eContract constitutes electronic chattel paper as defined under UCC Revised Article 9.

4.2 Creation of an Authoritative Copy. Once a Dealer obtains all necessary Signatures for an eContract and submits it to a Financing Source, the System will create an Authoritative Copy of the eContract and submit the Authoritative Copy to the Dealer's logical segment of the Vault. Until Control is Transferred to a Purchaser, the Dealer is the Owner of Record. The System will create an Authoritative Copy as follows:

6.0 4.2.1 The Dealer's ability to access the Vault will be validated by the System in accordance with Section 2 of these System Rules.

7.0 4.2.2 The System will verify the digital certificate used to bind the Signatures to the eContract.

8.0 4.2.3 Once the System verifies the digital certificate and the integrity of the eContract, the System will seal the eContract with an additional digital certificate and embed a date/time stamp in the sealed eContract to indicate the time at which the eContract is transferred into the Vault.

9.0 4.2.4 The digital certificates employed by the System will not be specific to any Borrower, Dealer, or Purchaser, and should not be used to identify the Borrower, Dealer, or Purchaser.

4.3 Single Authoritative Copy. There will be a single Authoritative Copy of an eContract at all times, stored in the Owner of Record's logical segment of the Vault unless and until the eContract is Exported, Destroyed or subject to TOLEC in accordance with these System Rules. The Authoritative Copy will be the copy held and designated as such in the System. Access to the Authoritative Copy will be limited as defined in Section 2.0 of these System Rules. The Authoritative Copy will be designated as such when viewed.

10.0 4.3.1 Except for back-up copies created by the System and stored in a separate location, the Authoritative Copy will not be copied or printed without the copy or printout being watermarked or legended indicating it as a Non-Authoritative Copy. Each Participant agrees not to alter, erase, modify, or conceal such watermark or legend. The Authoritative Copy may not be altered without detection by the System.

11.0 4.3.2 Upon Transfer of the Authoritative Copy, the transferee Participant will be identified in the System as the Owner of Record, with full Control rights and the ability to grant available permissions regarding the eContract.

12.0 4.3.3 Dealertrack will be the designated Custodian of the Authoritative Copy for the Owner of Record at all times while the Authoritative Copy is stored in the Vault.

13.0 4.3.4 The Authoritative Copy of the eContract will at all times remain the property of the Owner of Record. In no event and under no circumstances will Dealertrack claim any ownership interest in the Authoritative Copy.

14.0 4.3.5 Dealertrack may at any time, without prior notice, restore a damaged or corrupted Authoritative Copy from System back-up. The restored copy will then be designated as the Authoritative Copy in the System in accordance with Section 4.7.

4.4 Ownership Record. Whenever an Authoritative Copy is created, the System will create an Ownership Record. Access to the Ownership Record is limited to the Owner of Record and Dealertrack as Custodian.

15.0 4.4.1 An entry in the Ownership Record will be created for each of the following events: (A) application of Signatures to create the Authoritative Copy (“Create”), including each Borrower’s acceptance of the Terms and Conditions (Consent to do Business Electronically); (B) Transfer of the Authoritative Copy to a new Owner of Record (“Transfer”); (C) Exporting the Authoritative Copy in paper form (“Export”); (D) transmitting the Authoritative Copy to a Purchaser electronic vaulting platform not on the System (“TOLEC”); and (E) Destruction of the Authoritative Copy of the eContract (“Destruction”). The events for which an Ownership Record entry is created may be modified or supplemented by Dealertrack from time to time, in Dealertrack’s reasonable discretion.

16.0 4.4.2 Each Ownership Record entry will contain the following fields (populated as applicable), as modified or supplemented by Dealertrack from time to time, in Dealertrack’s reasonable discretion: (A) Dealertrack eContract ID number and name; (B) transferor user name; (C) Borrower name; (D) Borrower name; (E) transferor Participant name; (F) transferor Participant ID; (G) transferee user name; (H) transferee Participant name; (I) transferee Participant ID; (J) date of action; (K) time of action; and (L) tamper-seal digital certificate information.

17.0 4.4.3 The Ownership Record will be maintained by the System for the initial term of the eContract plus seven (7) years, unless Dealertrack receives written notice, prior to the expiration of such seven (7) year time frame, from the Owner of Record that the Ownership Record needs to be preserved for a longer period of time.

4.5 Audit Log. In addition to the Ownership Record, the System will create an audit log for each eContract submitted to the Vault. The audit log supplements the Ownership Record with information concerning each access by Participant users to the eContract, which access is not for purposes of an event identified in the Ownership Record, the identification information for each user, and the date and time stamp for each such access event. Access to the audit log will be controlled by the Owner of Record.

4.6 Destruction of eContract. If the Owner of Record elects to Destroy an Authoritative Copy, the action will be irreversible and permanent, leaving only a Non-Authoritative Copy of the eContract. The System will not be able to restore an Authoritative Copy that has been Destroyed in error.

4.7 System Back-up of Authoritative Copies. The System will create a back-up of all data on the System, including Authoritative Copies, on a near real-time basis and on a daily basis. In the event that an Authoritative Copy is lost or destroyed (by means other than a Destruction, Export or TOLEC), a back-up of the Authoritative Copy will be designated as the Authoritative Copy at the time the Authoritative Copy is restored. There will only be one Authoritative Copy of an eContract on the System at any given time.

5.0 Storage of eContracts. Each Authoritative Copy created pursuant to Section 4 will be stored by the System on behalf of the Owner of Record until the Owner of Record Transfers the Authoritative Copy to another Participant, or Exports, TOLECs or Destroys the Authoritative Copy of the eContract.

5.1 Vault Monitoring. Once the Authoritative Copy is stored on the System, the Vault will monitor the integrity of the Authoritative Copy.

5.2 Access to Authoritative Copy. Access to the Authoritative Copy will be limited by the access permissions, as described in Sections 2.2 and 2.3 of these System Rules.

5.3 Dealer's Right to View Assigned eContracts. Once an eContract has been assigned to a Purchaser, the Dealer may view a Non-Authoritative Copy of the eContract for a limited period of time established by Dealertrack from time to time, in Dealertrack's reasonable discretion.

6.0 Submission of eContract for Acceptance and Funding.

6.1 Purchaser Funding. Funding of the purchase of the eContract shall be accomplished in accordance with the separate agreement of the relevant Participants (transferor and the transferee). Dealertrack has no responsibility for determining when, or whether, funding or payment has occurred. The occurrence or non-occurrence of funding or payment shall not be relevant to a determination of the Owner of Record on the System.

6.2 Additional Print Copies During Funding Process. Following the initial submission by the Dealer, for a period of time established by Dealertrack in its reasonable discretion the Dealer and the Financing Source may request additional print copies of the Non-Authoritative Copy of the eContract. All printed copies of the eContract, other than those Exported to paper in accordance with Section 8, will be identified with an appropriate mark identifying it as a Non-Authoritative Copy.

7.0 Transfer of Control.

7.1 Initial Transfer of Control from Dealer to Financing Source. There is a two-step protocol for the initial Transfer of Control of an Authoritative Copy to a Purchaser. The Dealer will initiate a Transfer of Control of the Authoritative Copy by submitting the data on an eContract to a Financing Source via the System. Once the Financing Source confirms its willingness to accept the eContract via the System, the eContract is assigned in accordance with the agreement of the transferor and transferee and Control is Transferred to the Financing Source as Purchaser by the System on behalf of the Dealer, as the Dealer's authorized electronic agent. The Authoritative Copy of the eContract is stored in the Financing Source's segment of the Vault. A Non-Authoritative Copy will be stored in the Dealer's segment of the Vault, and the Ownership Record will be updated to reflect the transaction. If the Financing Source chooses, it may transmit the Authoritative Copy via TOLEC to its own separate secure storage facility pursuant to Section 9.

7.2 Transfer of Control to Purchaser. An Owner of Record other than a Dealer may Transfer Control of an Authoritative Copy within the System to any other Participant. Once an Owner of Record has initiated a Transfer of Control of the Authoritative Copy, the transferee must confirm its willingness to accept the Authoritative Copy. After receipt of such confirmation, the current Owner of Record confirms the Transfer, the eContract is assigned in accordance with the agreement of the transferor and transferee, and Control is Transferred to the transferee. The Authoritative Copy of the eContract will then be stored in the transferee's segment of the Vault. A Non-Authoritative Copy will be stored in the transferor's segment of the Vault, if elected by the transferor at time of Transfer, and the Ownership Record will be updated to reflect the transaction.

The transferor may not offer to Transfer Control of the eContract to any other Person unless and until the outstanding offer is rejected or cancelled by the transferor. Dealertrack will have no responsibility for determining when, or whether, consideration for the Transfer has been received. The receipt or non-receipt of consideration shall not be relevant to a determination of the Owner of Record on the System.

7.3 Pooled or Aggregated Transfers of Control. The System will allow an Owner of Record to identify a pool of eContracts to initiate a transfer of Control. The transfer of Control of the eContracts in the pool will be completed pursuant to the protocol identified in Section 7.2.

7.4 Transfer of Control Back to Dealer. The System will allow a Financing Source to Transfer Control of an Authoritative Copy back to the Dealer at any time, and the Dealer authorizes the System to accept the Transfer on the Dealer's behalf. Dealertrack will have no responsibility for determining that the Financing Source had good cause to Transfer Control of an Authoritative Copy to a Dealer, nor will Dealertrack have any obligation or duty of inquiring concerning the terms or conditions of the Transfer of Control. The Dealer's sole recourse in the event of a dispute over the propriety of the Transfer will be to the Financing Source making the Transfer, and not to Dealertrack.

7.5 Recourse Obligations of Transferors. If an eContract is in default, the recourse obligation of each transferor of the eContract in the Ownership Record shall be determined in accordance with the agreement of each transferor and transferee. Unless otherwise agreed between the transferor and transferee, all Transfers are deemed to be "without recourse." The absence of a recourse obligation shall not limit the warranty obligations of Dealers or transferors under Sections 7.6 and 7.7.

7.6 Transfer Warranties. A transferor who Transfers an eContract warrants to the transferee, and to any subsequent transferee, that: (i) the transferor is a Person entitled to enforce the eContract; (ii) the eContract was maintained by the transferor or its designated custodian in accordance with these System Rules; (iii) the eContract is not subject to a defense or claim in recoupment of any party which can be asserted against the transferor; and (iv) the transferor has no knowledge of any insolvency proceeding commenced with the debtor under the eContract. In no event shall Dealertrack be liable for the transferor's breach of any of these warranties.

7.7 Dealer Warranties. A Dealer who places an eContract with a Financing Source warrants to the Financing Source, and to any subsequent transferee, that: (i) if the Dealer was the original creditor under the eContract, the Dealer is entitled to enforce the eContract; (ii) all Signatures on the eContract are authentic and authorized; (iii) the Dealer provided the Borrower the option to receive a paper copy of the eContract to the Borrower prior to execution; (iv) the Dealer delivered a fully-executed copy of the eContract to the Borrower after execution; (v) in jurisdictions that require the use of specific colors other than black for all or part of the text of an eContract, or that require the eContract to be duplexed, the paper copies were printed on a duplex color printer and featured the correct text colors; (vi) the eContract has not been altered without detection; (vii) the eContract is not subject to a defense or claim in recoupment of any party which can be asserted against the Dealer; and (viii) the Dealer has no knowledge of any insolvency proceeding commenced with the debtor under the eContract. In no event shall Dealertrack be liable for the Dealer's breach of any of these warranties.

7.8 Communication. The Participants agree that the procedures for Transfer described in these System Rules constitute “communication” and “transmission” of the Authoritative Copy in accordance with UCC Revised Article 9 §9-105. Participants who become the Owner of Record acknowledge that the Authoritative Copy has for all purposes been “sent” by the Borrower or transferor and “received” by the transferee.

8.0 Conversion of Signed eContracts to Paper Originals - Export.

8.1 Required Authorization. An eContract in the Vault may be converted to paper by the current Owner of Record using the Export function in a manner consistent with these System Rules. When an Authoritative Copy of an eContract is Exported, the System creates an electronic file of the eContract and the Ownership Record, with a certificate of authenticity in a form generated by the System, which may be amended or supplemented from time to time

8.2 Obtaining Signatures. During the process of converting to paper, the System will have the authority, as an electronic agent (as such term is defined in ESIGN or UETA, as applicable), to create all necessary Signatures for Owners of Record to establish an effective transfer chain of assignments from the original Owner of Record to the then-current Owner of Record. The paper original will include the Ownership Record to reflect the transfer chain recorded in the System from the Dealer as agent for the Financing Source through the current Owner of Record. The Ownership Record is updated to reflect the Export of the Authoritative Copy, including the name and user identification of the Persons who initiated and approved the Export.

8.3 Legend. At the time of the conversion to paper, the System will mark the paper original with a statement that it is the written original of an eContract previously held in electronic form.

8.4 Certification of Paper Original After Export.

18.0 8.4.1 Financing Sources and Purchasers. The Owner of Record prints the electronic file created by the System and verifies that the paper printout of the eContract conforms to the Authoritative Copy as displayed in the System. The Owner of Record manually signs the certificate of authenticity. Upon confirmation of successful printing of the eContract, the System de-commissions (e.g., destroys or renders inaccessible or inactive) the Authoritative Copy in the Vault and the Exported copy shall immediately become the sole Authoritative Copy.

19.0 8.4.2 Dealers. Dealers authorize Dealertrack in the Dealer Agreement to perform the Export on their behalf. After a Dealer elects in the System to Export an eContract, Dealertrack will print the electronic file created by the System to a paper original and manually sign the certificate of authenticity confirming that the printout of the eContract conforms to the view of the Authoritative Copy in the System. Dealertrack mails the signed certification, printed Ownership Record and the paper original of the eContract to the requesting Dealer representative. Upon the Dealer’s confirmation of receipt of the paper original, Dealertrack causes the System to de-commission (e.g., destroy or render inaccessible or inactive) the Authoritative Copy in the Vault.

8.5 When the Owner of Record Exports an Authoritative Copy electronically, it may elect to retain a Non-Authoritative Copy for back-up purposes.

8.6 Notwithstanding any other provision of these System Rules, Dealertrack does not represent or warrant that an Exported Authoritative Copy will be enforceable or that it will qualify as chattel paper.

8.7 Non-Reversible. The Export process of converting an eContract to paper is permanent and irreversible. Only one copy of the Authoritative Copy may be printed out with the statement that it is the written original. Once the copy is successfully printed, the Authoritative Copy in the Vault will be decommissioned and the System will reflect that the eContract has been Exported. Any later transfer of the tangible chattel paper will require a manual endorsement or assignment as required by applicable law.

9.0 Transmission of eContract to Purchaser's Vaulting Platform – TOLEC.

9.1 When an Owner of Record has caused Dealertrack to configure the Owner's segment of the Vault for TOLEC, the Owner of Record authorizes Dealertrack to cause the System to perform the TOLEC action on the Owner of Record's behalf upon the occurrence of a trigger event with respect to the Authoritative Copy (typically receipt of the Authoritative Copy in the Owner's Vault on the System).

9.2 The System, as an electronic agent (as such term is defined in ESIGN or UETA, as applicable), will document all necessary approvals required to cause the transition of the Authoritative Copy of the eContract from the System to the Owner of Record's electronic vaulting platform. The System creates a TOLEC electronic file package which includes the Ownership Record through the entry of the TOLEC request and a copy of the eContract bearing no watermarks or sidebar legends. The System delivers the TOLEC package to the Owner of Record's electronic vaulting platform. The System then decommissions (e.g., destroys or renders inaccessible or inactive) the Authoritative Copy in the Owner's eVault, leaving the TOLEC copy as the sole authoritative copy.

9.3 Once an Authoritative Copy is subjected to TOLEC, the action is permanent or irreversible. An Authoritative Copy may be subject to TOLEC only once. Any later transfer of the TOLEC eContract will require an assignment or endorsement outside of the System as required by applicable law.

10.0 Compliance with Law. Dealertrack does not represent, warrant or covenant that these System Rules comply with applicable law or satisfy any legal requirement. Without limiting the generality of the foregoing, Dealertrack does not represent, warrant or covenant that an eContract originated or maintained in the System through eContracting or Vaulting will be enforceable, qualify as chattel paper or result in a perfected first priority security interest.

11.0 Breach of these System Rules. A breach of these System Rules shall be a breach of, and governed by, the applicable Dealer Agreement or Purchaser Agreement.

B. DEALERTRACK SYSTEM RULES FOR DIGITAL CONTRACTING AND VAULTING SERVICES FOR TWO PARTY CONTRACTS

These System Rules (these “System Rules”) for Digital Contracting and Vaulting Services for Two Party Contracts (as defined below) by and between Dealertrack, Inc. (“Dealertrack”), and all Participants (as defined below) govern the access to and use of the System by Participants, for the creation, transfer and storage of Two Party Contracts (defined below).

These System Rules apply only to the creation, transfer and storage of Two Party Contracts. Creation, transfer and storage of Three Party Contracts (defined below) via the System are not governed by this document, but are rather governed by a separate document (entitled Dealertrack System Rules for eContracting and Vaulting Services for Three Party Contracts).

In the event of any conflict between these System Rules and any applicable Dealer Agreement, Financing Source Agreement, or Purchaser Agreement (each as defined below), the terms of the applicable Dealer Agreement, Financing Source Agreement, or Purchaser Agreement will control. In accordance with the applicable Dealer Agreement, Financing Source Agreement, or Purchaser Agreement, Dealertrack and all Participants using Digital Contracting or Vaulting Services are bound by these System Rules.

1.0 Definitions.

1.1 Advance Notice. Unless otherwise specified, “Advance Notice” shall mean commercially reasonable notice prior to the occurrence of certain events, as specified in these System Rules.

1.2 Authoritative Copy. A single copy of an eContract that can be identified and distinguished from all other copies of the eContract. After being signed, the Authoritative Copy is unalterable without the alteration being detected and identified as either an authorized or unauthorized change.

1.3 Borrower. The customer of the Dealer making the purchase or lease of the automobile or other vehicle.

1.4 Control. Control of the Authoritative Copy of an eContract pursuant to the requirements of UCC Revised Article 9.

1.5 Credential. A password, user identification code or methodology which allows access to the System.

1.6 Custodian. A Person who maintains the Authoritative Copy of an eContract on behalf of the Owner of Record. Dealertrack is the designated Custodian of all eContracts stored on the System.

1.7 Dealer. An automobile dealer who subscribes to and uses the System.

1.8 Dealer Agreement. The agreement between Dealertrack and a Dealer governing the Dealer’s use of Digital Contracting and/or the System, which incorporates these System Rules by reference, either expressly or as product-specific terms and conditions made available by Dealertrack on the Dealertrack website.

- 1.9 eContract. A motor vehicle retail installment sales contract or motor vehicle lease, evidenced by an electronic Record that has been (i) Signed, and (ii) stored in electronic format.
- 1.10 Destruction or Destroy. The System functionality causing the permanent decommissioning of the Authoritative Copy from the System (e.g., rendering inactive or inaccessible). A Non-Authoritative Copy of an eContract on the System, the Authoritative Copy of which was subject to Destruction, is indicated in the System with a status of “eTerminated”.
- 1.11 ESIGN Act. The federal Electronic Signatures in Global and National Commerce Act, codified at 15 U.S.C. § 7001 et seq.
- 1.12 Export or Exportation. The System functionality causing conversion of the Authoritative Copy to a paper original. A Non-Authoritative Copy of an eContract on the System, the Authoritative Copy of which was subject to Export, is indicated in the System with a status of “Exported”.
- 1.13 Financing Source. The original lender or lessor, as applicable, under an eContract.
- 1.14 Financing Source Agreement. The agreement between Dealertrack and a Financing Source governing the Financing Source’s use of Digital Contracting and/or the System, which incorporates these System Rules by reference, either expressly or as specifications or requirements documentation, or as terms of use, provided by Dealertrack to Financing Source by posting on the Dealertrack website.
- 1.15 Non-Authoritative Copy. A copy of an eContract that is not the Authoritative Copy.
- 1.16 Owner of Record. The Participant having Control of the eContract and who is entitled to transfer Control of the eContract to another Person.
- 1.17 Ownership Record. An electronic record maintained by the System which documents the creation, Transfer, Exportation, TOLEC, and Destruction of an eContract.
- 1.18 Participant. A Dealer, Financing Source, Purchaser or other Person utilizing the System.
- 1.19 Person. Any individual or legal or government entity, including without limitation a corporation, partnership, joint venture, joint stock company, unincorporated organization or group, limited liability company, association, trust, or any government agency, instrumentality or political jurisdiction or subdivision.
- 1.20 Purchaser. A Person, including but not limited to a financial institution, securitization trust, or other financing source, that purchases an eContract via the System.
- 1.21 Purchaser Agreement. The agreement between Dealertrack and a Purchaser governing the Purchaser’s use of eContracts and/or the System, which incorporates these System Rules by reference, either expressly or as specifications or requirements documentation, or as terms of use, provided by Dealertrack to Purchaser by posting on the Dealertrack website.

1.22 Record. Information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

1.23 Signed or Signature. An electronic sound, symbol, or process attached to or logically associated with a Record and executed or adopted by a Person with the intent to sign the Record, which also qualifies as authentication when required to do so under UCC Revised Article 9.

1.24 Signing Device. A viewing device and signing mechanism consisting of an Apple iPad, Android Tablet, Microsoft Surface or any other touchscreen device, or a non-touchscreen device such as a PC or laptop, in either case with a screen of nine inches (9”) or greater to be used for document presentation and electronic signing.

1.25 System. Dealertrack’s web-enabled data processing system that permits Dealers, as agents for Financing Sources, to create eContracts, facilitates the transfer of data from Dealers to Financing Sources and from Financing Sources to Purchasers, provides for the secure storage of eContracts in an electronic Vault, and allows for the transfer of Control of eContracts from the Financing Source to a Purchaser, and subsequent securitization and transfer in the secondary market.

1.26 Three Party Contract. An eContract which, on its face, names a Dealer as the original creditor or lessor to whom the obligation evidenced by the eContract is payable and involves the assignment of such eContract to a Purchaser.

1.27 Transfer. The System functionality causing a transfer of Control of an Authoritative Copy on the System between Participants. An Non-Authoritative Copy of an eContract on the System, the Authoritative Copy of which was subject to Transfer, is indicated in the System with a status of “Transferred.”

1.28 TOLEC. The System functionality causing the transmission of the Authoritative Copy of an eContract from the System for maintenance on the vaulting platform of a Purchaser. A Non-Authoritative Copy of an eContract on the System, the Authoritative Copy of which was subject to TOLEC, is indicated in the System with a status of “TOLEC”.

1.29 Two Party Contract. An eContract which, on its face, names a Financing Source as the original creditor or lessor to whom the obligation evidenced by the eContract is payable, even though a Dealer may have negotiated it and obtained Signatures as agent for the Financing Source.

1.30 UCC Revised Article 9. Revised Article 9 of the Uniform Commercial Code as enacted in the applicable controlling jurisdiction, as amended or supplemented from time to time. Section number citations refer to the Official Text as drafted by the Uniform Law Commission.

1.31 UETA. The Uniform Electronic Transactions Act as enacted in the applicable controlling jurisdiction, as amended or supplemented from time to time. Section number citations refer to the Official Text as drafted by the Uniform Law Commission.

1.32 Vault or Vaulting. The electronic storage, access, and Control transfer system managed by Dealertrack as Custodian, which provides Persons, including, without limitation, Dealers,

Financing Sources and Purchasers, with secure storage and management of Authoritative Copies and facilitates the Transfer of Authoritative Copies.

2.0 Participant Administration.

2.1 Administrator. Each Participant will identify one or more administrators (each, an “Administrator”) who will supervise and coordinate all the Participant’s responsibilities under the applicable Dealer Agreement, Financing Source Agreement or Purchaser Agreement. Each Participant shall have at least one active Administrator at all times.

2.2 Credentials. Administrators are responsible for distributing Credentials to the Participant’s authorized employees and agents for accessing the System and for establishing the level of access permissions associated with each Credential. Administrators are also responsible for informing employees of the responsibilities and security involved with the use of a Credential and maintaining each Credential.

2.3 Access Permissions. Dealertrack may add, modify, or eliminate access permissions available to an Administrator from time to time in its reasonable discretion; provided, however, Dealertrack shall use commercially reasonable efforts to provide Advance Notice to the affected Administrators.

2.4 Powers of Administrator. Administrators will create, modify, or delete users and assign specific users the available access permissions.

2.5 Procedures for Disabling Administrators. If at any time Participant wants to remove an Administrator, Participant shall immediately disable such former Administrator’s Credentials.

2.6 Dealertrack’s Reliance on Credentials and Administrators’ Instructions; Arbitration of Disputes.

2.6.1 Participants agree that Dealertrack may act in reliance upon any instruction, instrument or signature of any Administrator reasonably believed by Dealertrack to be genuine. Dealertrack may assume that an Administrator who gives any written or electronic notice, request, or instruction has the authority to do so. Dealertrack will not be required to inquire into the truth or evaluate the merits of any statement or representation contained in any notice or document presented by the Administrator. Dealertrack may ignore any instruction, instrument or signature of any Person not identified to Dealertrack as a then-current Administrator in accordance with these System Rules.

2.6.2 Participants will take all reasonable precautions to prevent unauthorized use of Credentials. Any Person using a Credential is conclusively deemed to have actual authority to engage in any Vaulting activity for which such Credential is authorized in accordance with the System Rules. Dealertrack may rely on information and instructions received by a Person using a Credential distributed by Participant unless the Participant provides Dealertrack Advance Notice that a Credential has been compromised. Dealertrack shall incur no liability for such reliance. For purposes of this section, Advance Notice is two business days’ actual notice delivered in accordance with the applicable Dealer Agreement, Financing Source Agreement or Purchaser Agreement. In the event of any breach by Participant (or any employee or representative of Participant) of security measures established by Dealertrack in accordance with these System

Rules, including use of Vaulting by any unauthorized Person, Dealertrack shall, after providing Participant with notice of the breach, have the right to immediately restrict Participant's access to the affected portion of Vaulting until such breach has been remedied to the reasonable satisfaction of Dealertrack.

2.6.3 Dealertrack reserves the right to arbitrate any disputes between Participants regarding the Administrator's instructions or any Person's Vaulting activities until the dispute is resolved. The cost of such arbitration shall be borne by the related Participants, not Dealertrack, and such Participants shall reimburse Dealertrack for any reasonable costs incurred by Dealertrack in connection with any such arbitration.

2.7 Interface with System. Each Participant will manage eContracts within the System through direct communication from the Participant's servicing or other system, if available ("Direct Communication Link") or online through the Dealertrack Web-based interface ("Web-Based Interface").

2.7.1 A Direct Communication Link allows the Participant to extend existing servicing or other system capabilities to manage eContracts by interfacing with the Vault using the Dealertrack-defined XML messaging interface.

2.7.2 The Web-Based Interface provides the Participant with an online application to manage eContracts stored in the Vault. Participant employees will have permissions to access the System as defined in Sections 2.2 and 2.3 of these System Rules.

2.8 Breach of Security Measures. If Dealertrack reasonably believes that a Participant, an employee or agent of the Participant, or a Person using Credentials issued by the Participant, has breached a security measure established by Dealertrack, the applicable Dealer Agreement, Financing Source Agreement or Purchaser Agreement, or any of these System Rules, Dealertrack has the right, in its sole discretion, to restrict the Person's and/or Participant's access to the System until the Participant can establish to Dealertrack's satisfaction that it has addressed the cause(s) of the security breach. Dealertrack may terminate or restrict the use of any individual Credential for the same reasons. Participant acknowledges that, due to the severity of such security breaches, Dealertrack may be required to restrict or terminate access or Credentials immediately, but Dealertrack shall generally endeavor to provide reasonable advance notice before restriction or termination. If Dealertrack is unable to provide reasonable advance notice, Dealertrack shall notify Participant immediately following restriction or termination, so that Dealertrack and the Participant may work to resolve the issue as soon as practicable.

2.9 Agreement to use Electronic Records and Signatures for Digital Contracting and Vaulting. Each Participant agrees to the use of electronic Records and Signatures for Digital Contracting and Vaulting in connection with the System. All Records created, delivered, managed or stored by the System will be deemed the equivalent of writings. All manifestations of assent by a Person using a Credential, including without limitation click-throughs and typed or digitized handwritten signatures, shall be intended to serve as Signatures and shall be deemed the equivalent of a manual signature.

3.0 Creation of eContracts. The System has two alternative ways to create eContracts, one of which is now deprecated and only supported on the Classic platform:

3.1 Providing Contract Disclosures and Obtaining Signatures Using Electronic Signature Pads as part of the Signing Device. This method only exists in the Classic platform and is no longer supported on Dealertrack uniFI.

A. Provision of eContract and Disclosures to Borrowers. Once the System creates a review draft of an eContract, the Dealer shall print a copy of the eContract for the Borrower to review, as well as any other disclosures required by applicable law. The printed copy of the eContract will contain a watermark on each page indicating it is a review copy, and the signature blocks will be blacked out to prevent execution of the review copy. After the System prints the review copy, the System will allow the Dealer to (i) cancel the eContract; (ii) modify the eContract; or (iii) execute the eContract. If the Dealer modifies the eContract data, the Dealer must resubmit the modified data to the Financing Source, and upon the Financing Source's approval of the modification, the Dealer must provide a revised review copy to the Borrower pursuant to this Section. Dealers are responsible for testing and ensuring that the eContract is printed accurately.

B. Execution of eContracts. The System will display the required signature blocks for the Borrower, co-Borrower (if applicable), and, if required, the Dealer (either in its own capacity or as agent for a Financing Source or a third party).

C. The Dealer will obtain the Signatures from the contracting parties using a Signing Device which includes an electronic signature pad supplied or approved by Dealertrack for the collection and binding of Signatures to the eContract.

D. The date and time the System logs the association of a Signature with an eContract will be presumed accurate in the absence of specific evidence to the contrary.

E. Once a Signature is logically associated with the eContract, modifications to the eContract (other than the addition of other Signatures) requires termination and re-initiation of the eContracting process.

F. All required Signatures do not have to be obtained at the same time (unless required by the policies of a particular Financing Source). But all required Signatures must be obtained within a five (5) day period (or such other period as Dealertrack may establish from time to time, in its sole discretion). The System will only store a partially signed eContract for five (5) days after the first Signature is attached to the eContract.

G. Once a Dealer obtains all required Signatures, the System will generate a forced print of the fully executed Non-Authoritative Copy of the eContract.

3.2 Providing Contract Disclosures and Obtaining Signatures Using a Signing Device other than a Signature Pad.

A. Once eContract data has been completely collected and approved by the Financing Source, the Dealer has the ability to (i) cancel the eContract; (ii) modify the eContract; or (iii) execute the eContract. If the Dealer modifies the eContract data, the Dealer must resubmit the modified data

to the Financing Source, and upon the Financing Source's approval of the modification, the Dealer must begin the Digital Contracting process anew with the modified eContract.

B. Disclosures to Borrowers. The Dealer will present control of the Signing Device to the Borrower, which will identify the Borrower by name on-screen. The Borrower will then be presented with the Terms and Conditions (Consent to do Business Electronically), for which the Borrower will need to click Agree in order to proceed with the execution process. The System will then display the eContract on screen, and the Borrower will be required to review the eContract in full (scroll to the bottom) in order to begin eContract execution. The Borrower has the right to request a printed paper copy of the eContract for review in lieu of or in addition to reviewing the eContract on the Signing Device. The printed paper copy of the eContract will contain a watermark on each page indicating it is a review copy, and the signature blocks will be blacked out to prevent execution of the review copy.

C. Execution of eContracts. The System will display the required signature blocks for the Borrower, co-Borrower (if applicable), and, if required, the Dealer (either in its own capacity or as agent for a Financing Source or a third party).

D. The System will obtain the Signatures from the contracting parties, and the parties must select each signature block within the eContract in order to apply the Signature.

E. The date and time the System logs the association of a Signature with an eContract will be presumed accurate in the absence of specific evidence to the contrary.

F. Once a Signature is logically associated with the eContract, modifications to the eContract (other than the addition of other Signatures) require termination and re-initiation of the Digital Contracting process.

G. All required Signatures do not have to be obtained at the same time (unless required by the policies of a particular Financing Source). But all required Signatures must be obtained within a five (5) day period (or such other period as Dealertrack may establish from time to time, in its sole discretion). The System will only store a partially signed eContract for five (5) days after the first Signature is attached to the eContract.

H. Once the System obtains all required Signatures and they are applied to all signature blocks by all parties, the System will generate a forced print of the fully executed Non-Authoritative Copy of the eContract for delivery by the Dealer to the Borrower(s).

3.3 Once a Dealer obtains all required Signatures, and submits the eContract to a Financing Source, Dealer hereby agrees not to submit the eContract or a paper version of the eContract to any other financing source unless the pending submission is rejected.

4.0 Authoritative Copy.

4.1 All Participants agree that each eContract constitutes electronic chattel paper as defined under UCC Revised Article 9.

4.2 Creation of an Authoritative Copy. Once a Dealer obtains all necessary Signatures for an eContract and submits it to a Financing Source, the System will create an Authoritative Copy of the eContract and submit the Authoritative Copy to the Dealer's logical segment of the Vault. However, the Dealer will not have any Control or access rights to the Authoritative Copy and upon the Financing Source's booking or funding, the Authoritative Copy will be delivered to the Financing Source's logical segment of the Vault ("Initial Delivery"). The System will create an Authoritative Copy as follows:

4.2.1 The Dealer or Financing Source's ability to access the Vault, as applicable, will be validated by the System in accordance with Section 2 of these System Rules.

4.2.2 The System will verify the digital certificate used to bind the Signatures to the eContract.

4.2.3 Once the System verifies the digital certificate and the integrity of the eContract, the System will seal the eContract with an additional digital certificate and embed a date/time stamp in the sealed eContract to indicate the time at which the eContract is transferred into the Vault.

4.2.4 The digital certificates employed by the System will not be specific to any Borrower, Dealer, Financing Source, or Purchaser and should not be used to identify the Borrower, Dealer, Financing Source or Purchaser.

4.3 Single Authoritative Copy. There will be a single Authoritative Copy of an eContract at all times. Once the Authoritative Copy is delivered to the Financing Source at the Initial Delivery, the Authoritative Copy will be stored in the Owner of Record's logical segment of the Vault unless and until the eContract is Exported, Destroyed or subject to TOLEC in accordance with these System Rules. The Authoritative Copy will be the copy held and designated as such in the System. Access to the Authoritative Copy will be limited as defined in Section 2 of these System Rules. The Authoritative Copy will be designated as such when viewed.

4.3.1 Except for back-up copies created by the System and stored in a separate location, the Authoritative Copy will not be copied or printed without the copy or printout being watermarked or legended indicating it as a Non-Authoritative Copy. Each Participant agrees not to alter, erase, modify, or conceal such watermark or legend. The Authoritative Copy may not be altered without detection by the System.

4.3.2 Upon Transfer of the Authoritative Copy, the transferee Participant will be identified in the System as the Owner of Record, with full Control rights and the ability to grant available permissions regarding the eContract.

4.3.3 Dealertrack will be the designated Custodian of the Authoritative Copy for the Owner of Record at all times while the Authoritative Copy is stored in the Vault.

4.3.4 The Authoritative Copy of the eContract will at all times remain the property of the Owner of Record. In no event and under no circumstances will Dealertrack claim any ownership interest in the Authoritative Copy.

4.3.5 Dealertrack may at any time, without prior notice, restore a damaged or corrupted Authoritative Copy from System back-up. The restored copy will then be designated as the Authoritative Copy in the System in accordance with Section 4.7.

4.4 Ownership Record. Whenever an Authoritative Copy is created, the System will create an Ownership Record. Access to the Ownership Record is limited to the Owner of Record and Dealertrack as Custodian.

4.4.1 An entry in the Ownership Record will be created for each of the following events: (A) application of Signatures to create the Authoritative Copy (“Create”), including each Borrower’s acceptance of the Terms and Conditions (Consent to do Business Electronically); (B) the Initial Delivery; (C) Transfer of the Authoritative Copy to a new Owner of Record (“Transfer”); (D) Exporting the Authoritative Copy in paper form (“Export”); (E) transmitting the Authoritative Copy to a Purchaser electronic vaulting platform not on the System (“TOLEC”); and (F) Destruction of the Authoritative Copy of the eContract (“Destruction”). The events for which an Ownership Record entry is created may be modified or supplemented by Dealertrack from time to time, in Dealertrack’s reasonable discretion.

4.4.2 Each Ownership Record entry will contain the following fields (populated as applicable), as modified or supplemented by Dealertrack from time to time, in Dealertrack’s reasonable discretion: (A) Dealertrack eContract ID number and name; (B) transferor user name; (C) Borrower name; (D) Borrower name; (E) transferor Participant name; (F) transferor Participant ID; (G) transferee user name; (H) transferee Participant name; (I) transferee Participant ID; (J) date of action; (K) time of action; and (L) tamper-seal digital certificate information.

4.4.3 The Ownership Record will be maintained by the System for the initial term of the eContract plus seven (7) years, unless Dealertrack receives written notice, prior to the expiration of such seven (7) year time frame, from the Owner of Record that the Ownership Record needs to be preserved for a longer period of time.

4.5 Audit Log. In addition to the Ownership Record, the System will create an audit log for each eContract submitted to the Vault. The audit log supplements the Ownership Record with information concerning each access by Participant users to the eContract, which access is not for purposes of an event identified in the Ownership Record, the identification information for each user, and the date and time stamp for each such access event. Access to the audit log will be controlled by the Owner of Record.

4.6 Destruction of eContract. If the Owner of Record elects to Destroy an Authoritative Copy, the action will be irreversible and permanent, leaving only a Non-Authoritative Copy of the eContract. The System will not be able to restore an Authoritative Copy that has been Destroyed in error.

4.7 System Back-up of Authoritative Copies. The System will create a back-up of all data on the System, including Authoritative Copies, on a near real-time basis and on a daily basis. In the event that an Authoritative Copy is lost or destroyed (by means other than a Destruction, Export or TOLEC), a back-up of the Authoritative Copy will be designated as the Authoritative Copy at

the time the Authoritative Copy is restored. There will only be one Authoritative Copy of an eContract on the System at any given time.

5.0 Storage of eContracts. Each Authoritative Copy created pursuant to Section 4 will be stored by the System on behalf of the Owner of Record until the Owner of Record Transfers the Authoritative Copy to another Participant, or Exports, TOLECs or Destroys the Authoritative Copy of the eContract.

5.1 Vault Monitoring. Once the Authoritative Copy is stored on the System, the Vault will monitor the integrity of the Authoritative Copy.

5.2 Access to Authoritative Copy. Access to the Authoritative Copy will be limited by the access permissions, as described in Sections 2.2 and 2.3 of these System Rules.

5.3 Dealer's Right to View eContracts. Once Initial Delivery has occurred, the Dealer may view a Non-Authoritative Copy of the eContract for a limited period of time established by Dealertrack from time to time, in Dealertrack's reasonable discretion.

6.0 Submission of eContract for Acceptance and Funding.

6.1 Funding. Funding of the origination or purchase of the eContract shall be accomplished in accordance with the separate agreement of the relevant Participants (transferor and transferee). Dealertrack has no responsibility for determining when, or whether, funding or payment has occurred. The occurrence or non-occurrence of funding or payment shall not be relevant to a determination of the Owner of Record on the System.

6.2 Additional Print Copies During Funding Process. Following the initial submission by the Dealer, for a period of time established by Dealertrack in its reasonable discretion, the Dealer and the Financing Source may request additional print copies of the Non-Authoritative Copy of the eContract. All printed copies of the eContract, other than those Exported to paper in accordance with Section 8, will be identified with an appropriate mark identifying it as a Non-Authoritative Copy.

6.3 Initial Delivery from Dealer to Financing Source. There is a two-step protocol for the Initial Delivery of an Authoritative Copy from a Dealer as agent for a Financing Source to the Financing Source. The Dealer will initiate the Initial Delivery of the Authoritative Copy by submitting the data on an eContract to the Financing Source via the System. Once the Financing Source confirms its willingness to approve the transaction and thereby accept the eContract, once created, via the System, Control is established for the Financing Source by the System at the point the Authoritative Copy is created. At no time will the Dealer have Control of the Authoritative Copy of the eContract. The Authoritative Copy of the eContract is stored in the Financing Source's segment of the Vault. A Non-Authoritative Copy will be stored in the Dealer's segment of the Vault, and the Ownership Record will be updated to reflect the Initial Delivery. If the Financing Source chooses, it may transmit the Authoritative Copy via TOLEC to its own separate secure storage facility pursuant to Section 9

7.0 Transfer of Control.

7.1 **Transfer of Control to Purchaser.** An Owner of Record may Transfer an Authoritative Copy within the System to any other Participant. Once an Owner of Record has initiated a Transfer of Control of the Authoritative Copy, the transferee must confirm its willingness to accept the Authoritative Copy. After receipt of such confirmation, the current Owner of Record confirms the Transfer, the eContract is assigned in accordance with the agreement of the transferor and transferee and Control is Transferred to the transferee. The Authoritative Copy of the eContract will then be stored in the transferee's segment of the Vault. A Non-Authoritative Copy will be stored in the transferor's segment of the Vault, if elected by the transferor at time of Transfer, and the Ownership Record will be updated to reflect the transaction. The transferor may not offer to Transfer Control of the eContract to any other Person unless and until the outstanding offer is rejected or cancelled by the transferor. Dealertrack will have no responsibility for determining when, or whether, consideration for the Transfer has been received. The receipt or non-receipt of consideration shall not be relevant to a determination of the Owner of Record on the System.

7.2 **Pooled or Aggregated Transfers of Control.** The System will allow an Owner of Record to identify a pool of eContracts to initiate a transfer of Control. The transfer of Control of the eContracts in the pool will be completed pursuant to the protocol identified in Section 7.1.

7.3 **Transfer of Control to Originating Dealer.** The System will allow a Financing Source to Transfer Control of an Authoritative Copy to the Dealer at any time, and the Dealer authorizes the System to accept the Transfer on the Dealer's behalf. Dealertrack will have no responsibility for determining that the Financing Source had good cause to Transfer Control of an Authoritative Copy to a Dealer, nor will Dealertrack have any obligation or duty of inquiry concerning the terms or conditions of the Transfer. The Dealer's sole recourse in the event of a dispute over the propriety of the Transfer will be to the Financing Source making the Transfer, and not to Dealertrack.

7.4 **Recourse Obligations of Transferors.** If an eContract is in default, the recourse obligation of each transferor of the eContract in the Ownership Record shall be determined in accordance with the agreement of each transferor and transferee. Unless otherwise agreed between the transferor and transferee, all Transfers are deemed to be "without recourse." The absence of a recourse obligation shall not limit the warranty obligations of Dealers or transferors under Sections 7.5 and 7.6.

7.5 **Transfer Warranties.** A transferor who Transfers an eContract warrants to the transferee, and to any subsequent transferee, that: (i) the transferor is a Person entitled to enforce the eContract; (ii) the eContract was maintained by the transferor or its designated custodian in accordance with these System Rules; (iii) the eContract is not subject to a defense or claim in recoupment of any party which can be asserted against the transferor; and (iv) the transferor has no knowledge of any insolvency proceeding commenced with the debtor under the eContract. In no event shall Dealertrack be liable for the transferor's breach of any of these warranties.

7.6 **Dealer Warranties.** A Dealer who originates an eContract for a Financing Source warrants to the Financing Source, and to any subsequent transferee, that: (i) the Dealer is a Person authorized to originate the eContract for the Financing Source; (ii) all Signatures on the eContract are authentic and authorized; (iii) the Dealer delivered an unsigned paper copy of the eContract to the Borrower for review prior to execution; (iv) the Dealer delivered a fully-executed copy of the eContract to the Borrower after execution; (v) in jurisdictions that require the use of specific colors

other than black for all or part of the text of an eContract, or that require the eContract to be duplexed, the paper copies were printed on a duplex color printer and featured the correct text colors and font sizes; (vi) the eContract has not been altered without detection; (vii) the eContract is not subject to a defense or claim in recoupment of any party which can be asserted against the Dealer or the Financing Source; and (viii) the Dealer has no knowledge of any insolvency proceeding commenced with the debtor under the eContract. In no event shall Dealertrack be liable for the Dealer's breach of any of these warranties.

7.7 Communication. The Participants agree that the procedures for Transfer described in these System Rules constitute "communication" and "transmission" of the Authoritative Copy in accordance with UCC Revised Article 9 §9-105. Participants who becomes the Owner of Record acknowledge that the Authoritative Copy has for all purposes been "sent" by the Borrower or transferor and "received" by the transferee.

8.0 Conversion of Signed eContracts to Paper Originals - Export.

8.1 Required Authorization. An eContract in the Vault may be converted to paper by the current Owner of Record using the System Export function in a manner consistent with these System Rules. When an Authoritative Copy of an eContract is Exported, the System creates an electronic file of the eContract and the Ownership Record, with a certificate of authenticity in a form generated by the System, which may be amended or supplemented from time to time.

8.2 Obtaining Signatures. During the process of converting to paper, the System will have the authority, as an electronic agent (as such term is defined in ESIGN or UETA, as applicable), to create all necessary Signatures for Owners of Record to establish an effective transfer chain of assignments from the original Owner of Record to the then-current Owner of Record. The paper original will include the Ownership Record to reflect the transfer chain recorded in the System from the Dealer as agent for the Financing Source through the current Owner of Record. The Ownership Record is updated to reflect the Export of the Authoritative Copy, including the name and user identification of the Persons who initiated and approved the Export.

8.3 Legend. At the time of the conversion to paper, the System will mark the paper original with a statement that it is the written original of an eContract previously held in electronic form.

8.4 Certification of Paper Original After Export.

8.4.1 Financing Sources and Purchasers. The Owner of Record prints the electronic file created by the System and verifies that the paper printout of the eContract conforms to the Authoritative Copy as displayed in the System. The Owner of Record manually signs the certificate of authenticity. Upon confirmation of successful printing of the eContract, the System de-commissions (e.g., destroys or renders inaccessible or inactive) the Authoritative Copy in the Vault and the Exported copy shall immediately become the sole Authoritative Copy.

8.4.2 Dealers. Dealers authorize Dealertrack in the Dealer Agreement to perform the Export on their behalf. After a Dealer elects in the System to Export an eContract, Dealertrack will print the electronic file created by the System to a paper original and manually sign the certificate of authenticity confirming that the printout of the eContract conforms to the view of the Authoritative Copy in the System. Dealertrack mails the signed certification, printed Ownership Record and the

paper original of the eContract to the requesting Dealer representative. Upon the Dealer's confirmation of receipt of the paper original, Dealertrack causes the System to decommission (e.g., destroy or render inaccessible or inactive) the Authoritative Copy in the Vault.

8.5 When the Owner of Record Exports an Authoritative Copy electronically, it may elect to retain a Non-Authoritative Copy for back-up purposes.

8.6 Notwithstanding any other provision of these System Rules, Dealertrack does not represent or warrant that an Exported Authoritative Copy will be enforceable or that it will qualify as chattel paper.

8.7 Non-Reversible. The Export process of converting an eContract to paper is permanent and irreversible. Only one copy of the Authoritative Copy may be printed out with the statement that it is the written original. Once the copy is successfully printed, the Authoritative Copy in the Vault will be decommissioned and the System will reflect that the eContract has been Exported. Any later transfer of the tangible chattel paper will require a manual endorsement or assignment as required by applicable law.

9.0 Transmission of eContract to Purchaser's Vaulting Platform – TOLEC.

9.1 When an Owner of Record has caused Dealertrack to configure the Owner's segment of the Vault for TOLEC, the Owner of Record authorizes Dealertrack to cause the System to perform the TOLEC action on the Owner of Record's behalf upon the occurrence of a trigger event with respect to the Authoritative Copy (typically receipt of the Authoritative Copy in the Owner's Vault on the System).

9.2 The System, as an electronic agent (as such term is defined in ESIGN or UETA as applicable), will document all necessary approvals required to cause the transition of the Authoritative Copy of the eContract from the System to the Owner of Record's electronic vaulting platform. The System creates a TOLEC electronic file package which includes the Ownership Record through the entry of the TOLEC request and a copy of the eContract bearing no watermarks or sidebar legends. The System delivers the TOLEC package to the Owner of Record's electronic vaulting platform. The System then decommissions (e.g., destroys or renders inaccessible or inactive) the Authoritative Copy in the Owner's eVault, leaving the TOLEC copy as the sole authoritative copy.

9.3 Once an Authoritative Copy is subjected to TOLEC, the action is permanent and irreversible. An Authoritative Copy may be subject to TOLEC only once. Any later transfer of the TOLEC eContract will require an assignment or endorsement outside of the System as required by applicable law.

10.0 Compliance with Law. Dealertrack does not represent, warrant or covenant that these System Rules comply with applicable law or satisfy any legal requirement. Without limiting the generality of the foregoing, Dealertrack does not represent, warrant or covenant that an eContract originated or maintained in the System through Vaulting will be enforceable, qualify as chattel paper or result in a perfected first priority security interest.

11.0 Breach of these System Rules. A breach of these System Rules shall be a breach of, and governed by, the applicable Dealer Agreement, Financing Source Agreement, or Purchaser Agreement.