

DEALERTRACK SALESMAKER

ADDITIONAL TERMS AND CONDITIONS

Product Description: Dealertrack's Salesmaker is a Cox Product designed to serve as an automotive finance desk tool comprised of several modules. Customer will have access only to the Salesmaker modules that are specified on the applicable Order Form. References below to "Salesmaker" shall be interpreted to be limited to such specified modules.

Additional Terms and Conditions:

1. Definitions.

- (a) **"Credit"** means a credit, if any, equal to the amount that the funding proposed in the Leased Vehicle Salesmaker Contract or Prime Retail Vehicle Salesmaker Contract, as applicable, exceeds the amount of funds actually provided to Customer under the applicable contract, subject to the limitations set forth in Section 5 below.
- (b) **"Leased Vehicle Claim"** means a claim which Customer must submit within thirty (30) days of the processing of the Leased Vehicle Salesmaker Contract by Salesmaker, which must include the items set forth in Section 3(a)(ii).
- (c) **"Leased Vehicle Eligible Error"** means a malfunction of any of the Salesmaker data points set forth in Section 3(b) with respect to new or used vehicles.
- (d) **"Leased Vehicle Salesmaker Contract"** means a final, binding contract with a consumer with respect to a new or used leased vehicle structured with Salesmaker
- (e) **"Lender"** means a financing source.
- (f) **"Prime Retail Vehicle Claim"** means a claim which Customer must submit within thirty (30) days of the processing of the Prime Retail Vehicle Salesmaker Contract by Salesmaker, which must include the items set forth in Section 4(a)(ii).
- (g) **"Prime Retail Vehicle Eligible Error"** means a malfunction of any of the Salesmaker data points set forth in Section 4(b) with respect to new or used vehicles.
- (h) **"Prime Retail Vehicle Salesmaker Contract"** means a final, binding purchaser prime retail contract with respect to a new or used vehicle structured with Salesmaker.

2. Customer Obligation. Customer shall provide Dealertrack, within twenty-four (24) hours of receipt of Dealertrack's request thereof, related Lender and automobile manufacturer financing entry information, rate sheets, residual guides, any rebates or special arrangements provided by any Lender or automotive manufacturers, and any other information or materials as may be reasonably requested by Dealertrack.

3. Additional Terms Applicable to Leased Vehicle Salesmaker Contracts.

- (a) If Customer discovers, after entering into a Leased Vehicle Salesmaker Contract, that the terms of such Leased Vehicle Salesmaker Contract have been rejected by a Lender and

such rejection is due entirely to a Leased Vehicle Eligible Error, Customer may request a Credit to the next month's invoice pursuant to the following procedure:

- (i) Customer must report such Leased Vehicle Eligible Error within twenty-four (24) hours of discovery; and
 - (ii) Customer must, within thirty (30) days of the processing of the Leased Vehicle Salesmaker Contract by Salesmaker, submit a Leased Vehicle Claim that includes the following:
 - (1) a finalized claim form identifying evidence that a Leased Vehicle Eligible Error is the sole and direct cause of the rejection and providing such other information as Salesmaker may require therein;
 - (2) the Leased Vehicle Salesmaker Contract and the contract the Lender actually approved;
 - (3) a copy of the Lender notification of rejection;
 - (4) the completed "summary worksheet"; and
 - (5) the saved deal record from Salesmaker.
- (b) A Leased Vehicle Eligible Error is a malfunction of any of the following Salesmaker data points with respect to new or used vehicles:
- (i) residual values;
 - (ii) maximum residual MSRP or CRV;
 - (iii) money factors (buy rate only);
 - (iv) reserve maximum/money factor mark-up rules;
 - (v) acquisition fee (upfront and included);
 - (vi) security deposit (upfront and included);
 - (vii) disposition fee (upfront and included);
 - (viii) program start and end dates;
 - (ix) additional mileage cost (upfront and termination);
 - (x) maximum advance;
 - (xi) odd term calculations;
 - (xii) term extension calculations;
 - (xiii) waiver programs;

- (xiv) renewal programs;
- (xv) low mileage calculation rules;
- (xvi) initial mile rules;
- (xvii) annual mile rules;
- (xviii) contractual mile rules; or
- (xix) amount financed rules.

4. Additional Terms Applicable to Prime Retail Vehicle Salesmaker Contracts.

- (a) If Customer discovers, after entering into a final, binding Prime Retail Vehicle Salesmaker Contract that the terms of such Prime Retail Vehicle Salesmaker Contract have been rejected by a Lender and such rejection is due entirely to a Prime Retail Vehicle Eligible Error, Customer may request a Credit to the next month's invoice pursuant to the following procedure:
 - (i) Customer must report such Prime Retail Vehicle Eligible Error within twenty-four (24) hours of discovery; and
 - (ii) Customer must, within thirty (30) days of the processing of the Prime Retail Vehicle Salesmaker Contract by Salesmaker, submit a Prime Retail Vehicle Claim that includes the following:
 - (1) a finalized claim form identifying evidence that a Prime Retail Vehicle Eligible Error is the sole and direct cause of the rejection and providing such other information as Dealertrack may require therein;
 - (2) the Prime Retail Vehicle Salesmaker Contract and the contract the Lender actually approved, if any;
 - (3) a copy of the Lender notification of rejection;
 - (4) a copy of the completed "recap screen"; and
 - (5) the saved deal record from Salesmaker.
- (b) A Prime Retail Vehicle Eligible Error is a malfunction of any of the following Salesmaker data points with respect to new or used vehicles:
 - (i) APR factors (buy rate only);
 - (ii) reserve maximum/APR factor mark-up rules;
 - (iii) documented fees (upfront and included);
 - (iv) program start and end dates; or
 - (v) amount financed rules.

5. Credits. Provided that Customer is not in default of these Additional Product Terms, the Master Subscription Terms or any other applicable Attachments, Dealertrack will, within ninety (90) days of receipt of a Leased Vehicle Claim or Prime Retail Vehicle Claim in accordance with Section 3 or 4, as applicable, provide Customer with a Credit, if any, reflected in the next applicable invoice; provided, however, that Dealertrack's obligations hereunder shall be subject to the following limitations:
- (a) the aggregate amount of any Credits allocable to errors in a particular month shall not exceed three (3) times the Subscription Fees for Salesmaker payable by Customer for such month;
 - (b) Dealertrack's obligation to provide any Credit expires with the end of the Subscription for Salesmaker; and
 - (c) Dealertrack will not provide a Credit with respect to errors related to the following:
 - (i) Customer-specific discount or special programs;
 - (ii) credit related eligibility and ineligibility rules;
 - (iii) Customer input errors or other incorrect or unauthorized usage;
 - (iv) preferences elected by Customer;
 - (v) late submittal of application or New or Used Leased Vehicle Salesmaker Contract or New or Used Prime Retail Vehicle Sales Maker Contract, as applicable, to Lender;
 - (vi) misrepresentation of information to Lender;
 - (vii) Lender program information that is not in the possession of Dealertrack or was not provided to Dealertrack directly by the Lender; or
 - (viii) any transaction or Salesmaker data points specified by Salesmaker (via Salesmaker or otherwise) as not being guaranteed prior to or at the time of the structuring of the transaction.
6. DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY (INCLUDING IN THE MASTER SUBSCRIPTION TERMS OR ANY ATTACHMENTS), THE FOREGOING CREDIT SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE OCCURRENCE OF ANY SALESMAKER ERROR.