

## A. DEALERTRACK SYSTEM RULES FOR eCONTRACTING AND VAULTING SERVICES FOR THREE PARTY CONTRACTS

These System Rules (these “System Rules”) for eContracting and Vaulting Services for Three Party Contracts (as defined below) by and between Dealertrack, Inc., f/k/a Dealertrack.com, 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 eContracting 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 Certificate Authority. A third-party Person that adheres to FIPS 140-2 or the then current industry standard in issuing digital certificates used to create digital signatures and public-private encryption key pairs.

1.4 Charge-off. Writing off all or part of the debt obligation evidenced by an eContract as a result of dispute, non-performance or inability to collect.

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

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

1.7 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.

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

1.9 Dealer Agreement. The agreement between Dealertrack and a Dealer governing the Dealer’s use of eContracting and/or the System, which incorporates these System Rules by reference as additional rules posted on the home page of the Dealertrack website, [www.dealertrack.com](http://www.dealertrack.com).

1.10 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.

1.10A ESIGN Act. The federal Electronic Signatures in Global and National Commerce Act, codified at 15 U.S.C. § 7001 et seq.

1.11 Export or Exportation. Transmission of the Authoritative Copy from the Vault to a location other than the Vault or conversion of the Authoritative Copy to a paper original.

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

1.13 Hash. A unique identifying numerical value generated from a string of text.

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

1.15 Owner of Record. The Person 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, Payoff, Charge-off, and Termination of an eContract.

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

1.18 Payoff. Satisfying all or part of the debt obligation evidenced by an eContract as a result of receipt of value.

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, a lender 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 directly or indirectly.

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 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 Termination. Canceling all or part of the debt obligation evidenced by an eContract for reasons other than Charge-off or Payoff.

1.26 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.

1.27 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.

1.28 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 National Conference of Commissioners on Uniform State Laws.

1.29 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 National Conference of Commissioners on Uniform State Laws.

1.30 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 Control of Authoritative Copies.

1.31 Tablet. An Apple iPad or Android Tablet

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.

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 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 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 eContracting and Vaulting. Each Participant agrees to the use of electronic Records and Signatures for eContracting 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:

#### 3.1 Providing Contract Disclosures and Obtaining Signatures Using Electronic Signature Pads.

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 customer 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 customer 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 buyer, co-buyer (if applicable), and, if required, the dealer based on the products selected and the requirements of the applicable Financing Source (i.e., warranty, credit life, accident, and health insurance, and GAP).

C. The Dealer will obtain the Signatures from the contracting parties using 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 Tablet.

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 Execution of the contract anew.

B. Disclosures to Borrowers. The Dealer will present the Tablet 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 paper copy of the Review Copy of the eContract for review in lieu of or in addition to reviewing the Review Copy on the Tablet.

C. Execution of eContracts. The System will display the required signature blocks for the buyer, co-buyer (if applicable), and, if required, the dealer based on the products selected and the requirements of the applicable Financing Source (i.e., warranty, credit life, accident, and health insurance, and GAP).

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) requires termination and re-initiation of the eContracting 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.

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

#### 4.0 Authoritative Copy.

4.1 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:

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

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

4.1.3 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.

4.1.4 The digital certificates employed by the System will not be specific to any customer or Dealer, and should not be used to identify the customer or originating Dealer.

4.2 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 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.

4.2.1 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.

4.2.2 Upon transfer of Control of the Authoritative Copy, the transferee will be listed as the Owner of Record, with full Control rights and the ability to grant available permissions regarding the eContract.

4.2.3 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.

4.2.4 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.

4.2.5 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 4.6.

4.3 Ownership Record. Whenever an Authoritative Copy is created, the System will create an Ownership Record.

4.3.1 An Ownership Record entry will be created for each of the following events: (A) creating the Authoritative Copy ("Deposit"); (B) transferring Control of the Authoritative Copy ("Transfer of Control"); (C) exporting the Authoritative Copy to another Vault or in paper form ("Export (Electronic/Paper)"); (D) exporting the Authoritative Copy to a Purchaser ("Export to Purchaser"); (E) paying off the underlying eContract ("Payoff"); (F) charging off the underlying eContract ("Charge-off"); and (G) terminating the underlying eContract ("Termination") (collectively, the "Transaction Types"). 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.

4.3.2 Each Ownership Record 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 ID number; (B) Purchaser ID number; (C) buyer or lessee name; (D) co-buyer or co-lessee name; (E) transferor organization name; (F) transferor organization address; (G) transferee

organization name; (H) transferee organization address; (I) date; (J) time; (K) Transaction Type; (L) user ID; and (M) user name.

4.3.3 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.

4.4 Audit Log. The System will create an audit log for each eContract submitted to the Vault. The audit log will create a record of the user identification information and date and time stamp for events and transactions performed on eContracts, including Transaction Types. Access to the audit log will be controlled by the Owner of Record.

4.5 Termination of eContract. When a customer pays off an eContract, the Owner of Record will have the option of converting the eContract to paper pursuant to Section 8, and sending the eContract to the customer, or terminating the Authoritative Copy of the eContract. If the Owner of Record terminates or converts an Authoritative Copy of an eContract to paper, the Authoritative Copy will be irreversibly destroyed. The System will not be able to restore an Authoritative Copy that has been terminated in error.

4.6 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, 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 at any given time.

5.0 Storage of eContracts. Each Authoritative Copy created pursuant to Section 4.1 will be stored by the System on behalf of the Owner of Record until the Owner of Record transfers Control of the eContract, Exports the Authoritative Copy or Terminates 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 defined 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, 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 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 7.5, 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 transfer the Authoritative Copy to its own separate secure storage facility pursuant to Section 7.5.

7.2 Transfer of Control to Purchaser. An Owner of Record may transfer Control of an Authoritative Copy within the System to any other Person who participates in the System. Once a Purchaser has agreed to transfer Control of an eContract, the current Owner of Record will initiate a transfer of Control of the Authoritative Copy. Once the transferee confirms its willingness to accept the Authoritative Copy, 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, and the Ownership Record will be updated to reflect the transaction. The transferor may not offer Control of the eContract to any other Person unless and until the outstanding offer is rejected. 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. 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 Exportation of eContract. An Owner of Record may export an Authoritative Copy of an eContract subject to payment of any required fee. Exportation may occur under Transaction Types "Export (Electronic/Paper)" or ("Export to Purchaser");

7.5.1 When an Authoritative Copy is exported in paper form, Dealertrack will convert the Authoritative Copy to paper pursuant to Section 8 of these System Rules and mail the eContract to the requestor with a certificate of authenticity in a form generated by the System, which may be amended or supplemented from time to time.

7.5.2 When Dealertrack exports an Authoritative Copy electronically, it will retain a non-Authoritative Copy for back-up purposes. Upon confirmation of receipt of the exported eContract, the exported copy shall immediately become the Authoritative Copy and the System will destroy the prior Authoritative Copy in the Vault.

7.5.3 The Ownership Record will be updated to reflect the Export of the Authoritative Copy, including the name and user identification of the Person who initiated the export.

7.5.4 An Owner of Record who requests the Export of an eContract from the System is granting Dealertrack the authority to perform the Export. 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.

7.6 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 of Control are deemed to be “without recourse.” The absence of a recourse obligation shall not limit the warranty obligations of Dealers under Section 7.7.

7.7 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.

7.8 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 customer the option to receive a paper copy of the eContract to the customer prior to execution; (iv) the Dealer delivered a fully-executed copy of the eContract to the customer 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.

7.9 Communication. The Participants agree that the procedures for transfer of Control 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 customer or transferor and “received” by the transferee.

8.0 Conversion of Signed eContracts to Paper Originals.

8.1 Required Authorization. An eContract in the Vault may be converted to paper by Dealertrack upon the direction of the current Owner of Record in a manner consistent with these System Rules.

8.2 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. The paper original will reflect the transfer chain recorded in the System from the Dealer through the current Owner of Record.

8.3 Obtaining Signatures. During the process of converting to paper, the System will have the authority, as an electronic agent, 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.

8.4 Non-Reversible. The process of converting an eContract to paper will not be reversible. 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 de-certified and the System will reflect that the eContract has been converted to paper. Any later transfer of the tangible chattel paper will require a manual assignment.

9.0 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.

10.0 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 eCONTRACTING AND VAULTING SERVICES FOR TWO-PARTY CONTRACTS

These System Rules (these "System Rules") for eContracting and Vaulting Services for Two Party eContracts (as defined below) by and between Dealertrack, Inc ("Dealertrack"), and all Participants (as defined below) govern the access to, and use of, the System (defined below) 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 (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 eContracting 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 Certificate Authority. A third-party Person that adheres to FIPS 140-2 or the then current industry standard in issuing digital certificates used to create digital signatures and public-private encryption key pairs.

1.4 Charge-off. Writing off all or part of the debt obligation evidenced by an eContract as a result of dispute, non-performance or inability to collect.

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

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

1.7 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.

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

1.9 Dealer Agreement. The agreement between Dealertrack and a Dealer governing the Dealer's use of eContracting and/or the System, which incorporates these System Rules by reference as additional rules posted on the Dealertrack website.

1.10 eContract. A motor vehicle purchase money promissory note and security agreement or motor vehicle lease, evidenced by an electronic record that has been (i) Signed, and (ii) stored in electronic format.

1.11 Export or Exportation. Transmission of the Authoritative Copy from the Vault to a location other than the Vault or conversion of the Authoritative Copy to a paper original.

1.12 Financing Source. The original lender or lessor, as applicable, under an eContract.

1.13 Financing Source Agreement. The agreement between Dealertrack and a Financing Source governing the Financing Source's use of eContracting and/or the System, which incorporates these System Rules by reference, either directly or indirectly, as additional rules posted on the Dealertrack website.

1.14 Hash. A unique identifying numerical value generated from a string of text.

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

1.16 Owner of Record. The Person in 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, Payoff, Charge-off, and Termination of an eContract.

1.18 Participant. A Dealer, Financing Source, Purchaser, or other Person utilizing the System.

1.19 Payoff. Satisfying all or part of the debt obligation evidenced by an eContract as a result of receipt of value.

1.20 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.

1.21 Purchaser. A Person, including but not limited to a financial institution, securitization trust, or other Financing Source, that purchases an eContract via the System.

1.22 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 directly or indirectly, as additional rules posted on the Dealertrack website.

1.23 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.

1.24 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.

1.25 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 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 into the secondary market.

1.26 Tablet. An Apple iPad or Android Tablet

1.27 Termination. Canceling all or part of the debt obligation evidenced by an eContract for reasons other than Charge-off or Payoff.

1.28 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.

1.29 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 National Conference of Commissioners on Uniform State Laws.

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 National Conference of Commissioners on Uniform State Laws.

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 Control 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 the 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 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 a 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 described 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 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 eContracting and Vaulting. Each Participant agrees to the use of electronic Records and Signatures for eContracts and Vaulting in connection with the System. All electronic 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.v

### 3.0 Creation of eContracts.

The System has two alternative ways to create eContracts:

#### 3.1 Providing Contract Disclosures and Obtaining Signatures Using Electronic Signature Pads.

H. 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 customer 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 customer pursuant to this Section. Dealers are responsible for testing and ensuring that the eContract is printed accurately.

I. Execution of eContracts. The System will display the required signature blocks for the buyer, co-buyer (if applicable), and, if required, the dealer as agent for the Financing Source based on the products selected and the requirements of the applicable Financing Source (i.e., warranty, credit life, accident, and health insurance, and GAP).

J. The Dealer will obtain the Signatures from the contracting parties using an electronic signature pad supplied or approved by Dealertrack for the collection and binding of signatures to the eContract.

K. 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.

L. 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.

M. 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.

N. 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 Tablet.

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 as agent of the Financing Source. 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 Execution of the contract anew.

B. Disclosures to Borrowers. The Dealer will present the Tablet 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 paper copy of the Review Copy of the eContract for review in lieu of or in addition to reviewing the Review Copy on the Tablet.

C. Execution of eContracts. The System will display the required signature blocks for the buyer, co-buyer (if applicable), and, if required, the dealer based on the products selected and the requirements of the applicable Financing Source (i.e., warranty, credit life, accident, and health insurance, and GAP).

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) requires termination and re-initiation of the eContracting 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.

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

4.0 Authoritative Copy.

4.1 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 transferred to the Financing

Source's logical segment of the Vault ("Initial Delivery"). The System will create an Authoritative Copy as follows:

4.1.1 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.

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

4.1.3 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.

4.1.4 The digital certificates employed by the System will not be specific to any customer, Dealer or Financing Source, and should not be used to identify the customer or originating Dealer.

4.2 Single Authoritative Copy. There will be a single Authoritative Copy of an eContract at all times. Once the Authoritative Copy is transferred 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 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.

4.2.1 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.

4.2.2 Upon transfer of Control of the Authoritative Copy, the transferee will be identified in the System's records as the Owner of Record, with full Control rights and the ability to grant available permissions regarding the eContract.

4.2.3 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.

4.2.4 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.

4.2.5 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 4.6.

4.3 Ownership Record. Whenever an Authoritative Copy is created, the System will create an Ownership Record.

4.3.1 An Ownership Record entry will be created for each of the following events: (A) creating the Authoritative Copy ("Deposit"); (B) the Initial Delivery; (C) transferring Control of the Authoritative Copy ("Transfer of Control"); (C) exporting the Authoritative Copy to another Vault or in paper form ("Export (Electronic/Paper)"); (D) exporting the Authoritative Copy to a Purchaser ("Export to Purchaser"); (E) paying off the underlying eContract ("Payoff"); (F) charging off the underlying

eContract ("Charge-off"); and (G) terminating the underlying eContract ("Termination") (collectively, the "Transaction Types"). 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.

4.3.2 Each Ownership Record 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 ID number; (B) Purchaser ID number; (C) buyer or lessee name; (D) co-buyer or co-lessee name; (E) transferor organization name; (F) transferor organization address; (G) transferee organization name; (H) transferee organization address; (I) date; (J) time; (K) Transaction Type; (L) user ID; and (M) user name.

4.3.3 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.

4.4 Audit Log. The System will create an audit log for each eContract submitted to the Vault. The audit log will create a record of the user identification information and date and time stamp for events and transactions performed on eContracts, including Transaction Types. Access to the audit log will be controlled by the Owner of Record.

4.5 Termination of the eContract. When a customer pays off an eContract, the Owner of Record will have the option of converting the eContract to paper pursuant to Section 8 and sending the eContract to the customer, or terminating the Authoritative Copy of the eContract. If an Owner of Record terminates or converts the Authoritative Copy to paper, the Authoritative Copy will be irreversibly destroyed. The System will not be able to restore an Authoritative Copy that has been terminated in error.

4.6 System Back-up of Authoritative Copies. The System will create a back-up of all data on the System, including all Authoritative Copies, on a near real-time basis and on a daily basis. In the event that an Authoritative Copy is lost or destroyed, 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 at any given time.

5.0 Storage of eContracts. Each Authoritative Copy created pursuant to Section 4.1 will be stored by the System on behalf of the Owner of Record until the Owner of Record transfers Control of the eContract, Exports the Authoritative Copy, or Terminates 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 the 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 7.5, 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 transaction. If the Financing Source chooses, it may transfer the Authoritative Copy to its own separate secure storage facility pursuant to Section 7.5.

7.0 Transfer of Control.

7.1 Transfer of Control to Purchaser. An Owner of Record may transfer Control of an Authoritative Copy within the System to any other Person who participates in the System in accordance with this Section. Once a Purchaser has agreed to a transfer of Control of an eContract, the current Owner of Record will initiate a transfer of Control of the Authoritative Copy. Once the transferee confirms its willingness to accept the Authoritative Copy, 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, and the Ownership Record will be updated to reflect the transaction. The transferor may not offer Control of the eContract to any other Person unless and until the outstanding offer is rejected. 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 7.2.

7.3 Transfer of Control to 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 to the transfer of Control. The Dealer's sole recourse in the event of a dispute over the propriety of the transfer of Control will be to the Financing Source making the transfer, and not to Dealertrack.

7.4 Exportation of eContract. An Owner of Record may Export an Authoritative Copy of an eContract subject to payment of any required fee to Dealertrack. Exportation may occur under Transaction Types "Export (Electronic/Paper)" or ("Export to Purchaser");

7.4.1 When an Authoritative Copy is exported in paper form, Dealertrack will convert the Authoritative Copy to paper pursuant to Section 8 of these System Rules and mail the eContract to the requestor with a certificate of authenticity in a form prepared by Dealertrack, which may be amended or supplemented from time to time.

7.4.2 When Dealertrack Exports an Authoritative Copy electronically, it will retain a Non-Authoritative Copy for back-up purposes. Upon confirmation of receipt of the exported eContract, the exported copy shall immediately become the Authoritative Copy and the System will immediately destroy the prior Authoritative Copy in the Vault.

7.4.3 The Ownership Record will be updated to reflect the Export of the Authoritative Copy, including the name and user identification of the Person who initiated the Export.

7.4.4 An Owner of Record who requests the Export of an eContract from the System is granting Dealertrack the authority to perform the Export. 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.

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 of Control are deemed to be "without recourse." The absence of a recourse obligation shall not limit the warranty obligations of Dealers under Sections 7.6 or 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 respect to any 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 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 customer for review prior to execution; (iv) the Dealer delivered a fully executed copy of the eContract to the customer 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 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 any 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 of Control described in these System Rules constitute "communication" and "transmission" of the Authoritative Copy in accordance with UCC Revised Article 9,  $\frac{1}{2}$  9-105. Participants who become the Owner of Record acknowledge that the Authoritative Copy has for all purposes been "sent" by the transferor and "received" by the transferee.

8.0 Conversion of Signed eContracts to Paper Originals.

8.1 Required Authorization. An eContract in the Vault may be converted to paper by Dealertrack upon the direction of the current Owner of Record in a manner consistent with these System Rules.

8.2 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. The paper original will reflect the transfer chain recorded in the System from the Dealer as agent for the Financing Source through the current Owner of Record.

8.3 Obtaining Signatures. During the process of converting to paper, the System will have the authority, as an electronic agent, to create all necessary Signatures for Owners of Record to establish an effective transfer chain of endorsements and assignments from the original Owner of Record to the then-current Owner of Record.

8.4 Non-Reversible. The process of converting an eContract to paper will not be reversible. 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 de-certified and the System will reflect that the eContract has been converted to paper. Any later transfer of the tangible chattel paper will require a manual endorsement or assignment as required by applicable law.

9.0 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.

10.0 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.