

RATES AND RESIDUALS LIMITED GUARANTEE

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 VinConnect Desking Proposal or Retail Vehicle VinConnect Desking Proposal, as applicable, exceeds the amount of funds actually provided to Customer under the applicable contract, subject to the limitations set forth in Section 4 below.
- (b) **“Leased Vehicle Claim”** means a claim which Customer must submit within thirty (30) days of the processing of the Leased Vehicle Lender Contract, which must include the items set forth in Section 2(a)(ii).
- (c) **“Leased Vehicle Eligible Error”** means a malfunction of any of the VinConnect Desking data points set forth in Section 2(b) with respect to new or used leased vehicles.
- (d) **“Leased Vehicle Lender Contract”** means a final, binding leased vehicle consumer contract with respect to a new or used leased vehicle using the data from the Leased Vehicle VinConnect Desking Proposal.
- (e) **“Leased Vehicle VinConnect Desking Proposal”** means a proposal summarizing the terms of the new or used leased vehicle transaction structured with VinConnect Desking.
- (f) **“Lender”** means a financing source.
- (g) **“Retail Vehicle Claim”** means a claim which Customer must submit within thirty (30) days of the processing of the Retail Vehicle Lender Contract, which must include the items set forth in Section 3(a)(ii).
- (h) **“Retail Vehicle Eligible Error”** means a malfunction of any of the VinConnect Desking data points set forth in Section 3(b) with respect to the retail sale of new or used vehicles.
- (i) **“Retail Vehicle Lender Contract”** means a final, binding purchaser retail contract with respect to a new or used vehicle using the data from the Retail Vehicle VinConnect Desking Proposal.
- (j) **“Retail Vehicle VinConnect Desking Proposal”** means a proposal summarizing the terms of the retail vehicle transaction structured with VinConnect Desking.

2. Additional Terms Applicable to Leased Vehicle VinConnect Desking Proposals.

- (a) If Customer discovers, after entering into a Leased Vehicle Lender Contract, that the terms of such 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 applicable 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 Lender Contract, 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 VinConnect Desking may require therein;
 - (2) the Leased Vehicle VinConnect Desking Proposal and the Leased Vehicle Lender Contract;
 - (3) a copy of the Lender notification of rejection;
 - (4) the completed “summary worksheet,” if applicable; and
 - (5) the deal record log from VinConnect Desking.

- (b) A Leased Vehicle Eligible Error is a malfunction of any of the following VinConnect Desking data points with respect to new or used leased vehicles:
 - (i) residual values;
 - (ii) money factors (buy rate only);
 - (iii) reserve maximum/money factor mark-up rules;
 - (iv) acquisition fee (upfront and included);
 - (v) program start and end dates;
 - (vi) additional mileage cost (upfront and termination);
 - (vii) odd term calculations;
 - (viii) initial mile rules;
 - (ix) annual mile rules; or
 - (x) amount financed rules.

3. Additional Terms Applicable to Retail Vehicle VinConnect Desking Proposals.

- (a) If Customer discovers, after entering into a final, binding Retail Vehicle Lender Contract that the terms of such contract have been rejected by a Lender and such rejection is due entirely to a Retail Vehicle Eligible Error, Customer may request a Credit to the next applicable invoice pursuant to the following procedure:
 - (i) Customer must report such Retail Vehicle Eligible Error within twenty-four (24) hours of discovery; and
 - (ii) Customer must, within thirty (30) days of the processing of the Retail Vehicle Lender Contract, submit a Retail Vehicle Claim that includes the following:

- (1) a finalized claim form identifying evidence that a Retail Vehicle Eligible Error is the sole and direct cause of the rejection and providing such other information as VinSolutions may require therein;
 - (2) the Retail Vehicle VinConnect Desking Proposal and the Retail Vehicle Lender Contract;
 - (3) a copy of the Lender notification of rejection;
 - (4) a copy of the completed “recap screen,” if applicable; and
 - (5) the deal record log from VinConnect Desking.
 - (b) A Retail Vehicle Eligible Error is a malfunction of any of the following VinConnect Desking data points with respect to new or used vehicles:
 - (i) APR factors (buy rate only);
 - (ii) reserve maximum/APR factor mark-up rules;
 - (iii) program start and end dates; or
 - (iv) amount financed rules.
4. Credits. Provided that Customer is not in default of these Additional Product Terms or the Master Subscription Terms, VinSolutions will, within ninety (90) days of receipt of a Leased Vehicle Claim or Retail Vehicle Claim in accordance with Section 1(j) or 3, as applicable, provide Customer with a Credit, if any, reflected in the next applicable invoice; provided, however, that VinSolutions’ 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 monthly Subscription Fee for the Rates and Residuals add-on to VinConnect Desking payable by Customer for such month;
 - (b) VinSolutions’ obligation to provide any Credit expires with the expiration or earlier termination of the Subscription Term for the Rates and Residuals add-on to VinConnect Desking; and
 - (c) VinSolutions 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 Leased Vehicle Lender Contract or Retail Vehicle Lender Contract, as applicable, to Lender;

- (vi) misrepresentation of information to Lender;
 - (vii) Lender program information that is not in the possession of VinSolutions or was not provided to VinSolutions directly by the Lender; or
 - (viii) any transaction or VinConnect Desking data points specified by VinSolutions (via VinConnect Desking or otherwise) as not being guaranteed prior to or at the time of the structuring of the transaction.
5. 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 VINCONNECT DESKING ERROR.