

## **eDocs Services Schedule**

### **1. Services**

#### **1.1. Package Processing**

In addition to instructing Dealers to send all Contract packages and Ancillary Documents to DDS in accordance with the applicable Dealertrack Digital Services eDocs Statement of Work entered into by and between DDS and the applicable Client (the “**SOW**”), Client may also direct Dealers to fax Contracts and/or Ancillary Documents to DDS. With respect to all packages received, DDS will open, separate and sort the contents of the packages into eDocs Packets that are either Contract Packets or Trailing Documents Packets.

For each eDocs Packet, DDS will perform the following Professional Services and transmit to Client via the Interface an XML package containing tiff images of the scanned documents and Data (i.e. Key Data and Required Fields, as applicable), based on the Services to be provided as set forth in Exhibit A of the SOW:

##### **1.1.1. Scanning Services**

- 1.1.1.1. Scan all documents contained in the eDocs Packet (other than for Fax Fund transactions).
- 1.1.1.2. Enter up to four fields of Key Data, to be specified in writing by Client, (e.g. App ID, Document Control Identification Number, Client ID); the Key Data fields must be specified for both Contract Packets and Trailing Documents Packets.
- 1.1.1.3. The documents (other than those received via fax) will be scanned with the bar code cover sheet as the first page, Client Approval Notice (if available) as the second page, front of Contract as the third page, back of Contract as the fourth page and all other documents in a random unstructured order.
- 1.1.1.4. DDS will index images with a DDS Document Type Indicator (DDS Code) as listed in Schedule 2 hereto.

##### **1.1.2. Data Entry and Verification Services**

- 1.1.2.1. Enter Data from the Required Fields (as set forth in Exhibit A to the SOW; it being agreed that different Required Fields may be selected from DDS’s Digital Contracting XML in accordance with the Change Control Process, and the number of Required Fields must not exceed 150) from the Contract and from the credit application and/or the transmittal, as applicable.
- 1.1.2.2. Perform document verification services on the Required Verifications (as set forth in Exhibit A to the SOW; it being agreed that different Required Verifications may be selected from DDS’s Digital Contracting XML in accordance with the Change Control Process, and the number of Required Verifications must not exceed 75) from the Contract and from the credit application and/or the transmittal, as applicable.

##### **1.1.3. CarFax**

- 1.1.3.1. If indicated on Exhibit A of the SOW, DDS will provide Client with CARFAX vehicle history data for used vehicles (“**CARFAX Data**”), as specified. Client must maintain a valid agreement with CARFAX, Inc. for the receipt of CARFAX Data. Client will promptly notify DDS if Client ceases to have such an agreement, and, thereafter, DDS may cease providing Client the CARFAX Data.
- 1.1.3.2. DDS may terminate the provision of CARFAX Data to Client at any time if DDS no longer has the right to provide such data.
- 1.1.3.3. Client will indemnify, defend and hold DDS, its Affiliates, its Material Subcontractors and its and their respective directors, officers, employees and agents harmless from and against any and all Proceedings arising, directly or indirectly, from or in connection with Client’s use of the CARFAX Data. The foregoing indemnification obligation will survive termination or expiration of the SOW.

- 1.1.3.4. Client acknowledges and agrees that Client will be billed by CARFAX, Inc. for CARFAX Data received via the Services in accordance with Client's agreement with CARFAX, Inc.

#### **1.1.4. BookOut**

- 1.1.4.1. If indicated on Exhibit A of the SOW, as part of the verification Services, subject to the limitations contained in this paragraph, DDS will provide Client with third party valuations solely for used vehicles (“**Valuations**”) from the guidebook(s) specified by Client from time to time in writing. Client must maintain a valid license agreement with the guidebook(s) from which Client is receiving Valuations via the Services. If DDS notifies Client that DDS does not have the right to access the software and/or database of any guidebook from which Client is requesting to receive Valuations via the Services (any such guidebook, a “**Non-covered Guidebook**”), then Client must secure such right for DDS to access such software and/or database on Client's behalf in order for Client to continue to receive Valuations from such guidebook via the Services. By accepting Valuations from any Non-covered Guidebook, Client hereby grants DDS and its Material Subcontractors the right to access and use the software and databases of such Non-covered Guidebook, solely for the purpose of performing vehicle valuation services in connection with the verification Services provided to Client hereunder. Client represents, warrants and covenants that Client has and will maintain, for so long as Client authorizes and accepts such Non-covered Guidebook's Valuations via the Services, all necessary rights, licenses, permission and authority to grant the foregoing rights. Client will indemnify, defend and hold DDS, its Affiliates, its Material Subcontractors and its and their respective directors, officers, employees and agents harmless from and against any and all Proceedings arising, directly or indirectly, from or in connection with: (i) Client's breach of the foregoing and/or (ii) DDS's and/or its Material Subcontractors' access and/or use of the guidebooks in accordance with this SOW. The foregoing indemnification obligations will survive termination or expiration of the SOW. Client's indemnification obligations will not apply to the extent the Proceeding arises out of DDS's and/or any Material Subcontractor's use of the guidebooks for any purpose other than for the performance of Services for Client.
- 1.1.4.2. DDS agrees that any access to a Non-covered Guidebook provided by Client hereunder is solely for the purpose of enabling DDS and its Material Subcontractors to perform Services for Client. DDS will indemnify, defend and hold Client and its Affiliates, and its and their respective directors, officers, employees and agents harmless from and against any and all Proceedings to the extent arising, directly or indirectly, from DDS's and/or any Material Subcontractor's use of any Non-covered Guidebook for any purpose other than for the performance of Services for Client. The foregoing indemnification obligation will survive termination or expiration of the SOW.
- 1.1.4.3. Client will notify DDS if Client changes the guidebook(s) from which it wishes to receive Valuations via the Services. Client will provide DDS with detailed specifications for any changes to the existing book out processes. All change fees will be in accordance with the SOW and the Agreement.
- 1.1.4.4. DDS will review in good faith any documents that may be reasonably required by the Non-covered Guidebook to allow DDS and its Material Subcontractors access to such Non-covered Guidebook hereunder. In the event DDS reasonably refuses to execute or agree to any such documents, DDS will not be required to provide Valuations from such Non-covered Guidebook, and Client may (i) propose an alternate guidebook for use by DDS and its Material Subcontractors, or (ii) withdraw its request to receive Valuations via the Service.
- 1.1.4.5. Client acknowledges and agrees that for all guidebooks (including, without limitation, Non-covered Guidebooks), Client will be billed by the applicable third party provider, in accordance with Client's license agreement with such third party provider, for Valuations received.
- 1.1.4.6. Client will comply with the terms of its agreement(s) with the guidebook(s) and any reasonable standard terms and conditions imposed by the guidebook(s) as the same may be communicated by DDS to Client from time to time.

#### **1.1.5. Work Number (TALX)**

- 1.1.5.1. If indicated on Exhibit A of the SOW, DDS will provide Client with TALX employment data (“**TALX Data**”), subject to DDS maintaining its agreement with TALX Corporation that permits DDS to provide the service. Client must maintain a valid agreement with TALX Corporation for the receipt of TALX Data. Each Party will promptly notify the other if such Party’s agreement expires, without the prompt renewal thereof, or is terminated for any reason. In such event, DDS will cease providing Client the TALX Data.
- 1.1.5.2. Client will indemnify, defend and hold DDS, its Affiliates, its Material Subcontractors and its and their respective directors, officers, employees and agents harmless from and against any and all Proceedings arising, directly or indirectly, from or in connection with Client’s use of the TALX Data. The foregoing indemnification obligation will survive termination or expiration of the SOW.
- 1.1.5.3. Client acknowledges and agrees that Client will be billed by TALX Corporation for TALX Data received via the Services in accordance with Client’s agreement with TALX Corporation.
- 1.1.6. Fax Fund.** If indicated on Exhibit A of the SOW, DDS will accept, and will perform all applicable Services indicated on Exhibit A of the SOW with respect to, submissions of full Contract Packets via fax to DDS from Dealers. Each fax submitted to DDS from a Dealer that contains at least one (1) Contract page (each, a “**Fax Fund**”) will be charged a fee as specified in the SOW.
- 1.1.7. Trailing Docs via Fax.** If indicated on Exhibit A or the SOW, DDS will accept submissions of Trailing Documents Packets via fax to DDS from Dealers. DDS will perform the following Services with respect to each Trailing Documents Packet received via fax, based on the Service option selected by Client in Exhibit A of the SOW.
  - 1.1.7.1. Index the trailing documents received.
  - 1.1.7.2. Index and data entry of the trailing documents received.
- 1.1.8.** The Services will be tested and implemented pursuant to Schedule 1 hereto.

## **1.2. Summary Description of other Services**

To the extent indicated on Exhibit A of the SOW, DDS will temporarily archive the scanned images and hard copies of documents, forward the hard copies to Client at agreed upon intervals, provide reporting, monitoring, image access, document access, shipping and handling, redundancy, quality control, change implementation, and project management as specified in this eDocs Services Schedule and the Schedules attached hereto. DDS will act as a liaison between Client and air courier companies and air courier company logistic service divisions regarding the Services.

## **2. Exception Processing. *All times noted are Eastern Time.***

### **2.1. Return to Dealer or Client**

Upon request of Client, DDS will return individual packages to the applicable Dealer or to Client. In order to make such request, Client must send an electronic communication in an agreed upon format. DDS will provide the requested item for shipping to FedEx the same day if requested in accordance with this paragraph prior to 6:00 P.M. on Monday-Friday or next Processing Day (excluding Saturday) if requested in accordance with this paragraph subsequent to 6:00 P.M., at the rates specified in the SOW. Any return request that is later canceled will be billed as a Stop Ship – RTD at the rate specified in the SOW.

### **2.2. Title Processing**

With respect to titles contained in packages, DDS will do the following:

- Title immediately removed from the package
- Copy of title placed with the eDocs Packet to be scanned
- Title is logged electronically with tracking number information
- Titles are returned (end of day) to Client

- An email attachment listing the titles received and the corresponding tracking number information for each title will be provided on the day of processing

### 2.3. Check Processing

With respect to checks contained in packages, DDS will do the following:

- Check immediately removed from package
- Copy of check placed with eDocs Packet to be scanned (if related to Contract)
- Check is logged electronically via check number, check amount, last name, and tracking number
- Checks are returned (end of day) to Client
- An email attachment listing the checks received and the corresponding captured data will be provided on the day of processing

### 3. Requests for Rescanning. *All times noted are Eastern Time.*

Client may request DDS to rescan documents (other than those received via fax) by using an agreed upon procedure and format (the “**Rescan Request Procedure**”). If a rescan is requested by Client, Client will not be assessed a charge if said rescan is required due to poor image quality caused by DDS. Any rescan request received that is not related to image quality caused by DDS, or which is not submitted in accordance with the Rescan Request Procedure in effect at such time, will be charged a fee as specified in the SOW.

Rescan requests submitted by 2:00 P.M. Monday through Friday in accordance with the Rescan Request Procedure in effect at such time will be processed the same day. Rescan requests submitted after 2:00 P.M. Monday through Friday in accordance with the Rescan Request Procedure in effect at such time shall be processed by 12:00 P.M. the next Processing Day. Any Rescan requests submitted other than in accordance with the Rescan Request Procedure in effect at such time will be processed as soon as possible, but no later than end of the next Processing Day.

### 4. Shipping, Handling, and Special Processing

All shipping and handling procedures listed in this eDocs Services Schedule are considered the normal shipping and handling required in order for DDS to deliver said Services. Any special processing, shipping, or handling requests, or changes to methods or means, will be assessed a miscellaneous handling charge as specified in the SOW. In the event Client requests DDS provide the shipping and bill Client, all normal courier surcharges and taxes will apply.

### 5. Storing/Shipping of Documents

DDS will store eDocs Packets for thirty (30) days (the “**Retention Period**”). DDS will retain the Client Data (including, without limitation, scanned images) for a period of ninety (90) days, after which such Data will be purged from the Dealertrack System.

Client may select from the following long-term storage/shipment options:

- 5.1. Option 1 – After the Retention Period, DDS will place the eDocs Packets in standard corrugated boxes, create physical and electronic manifests and prepare the boxes for pick-up or shipment to Client or Client’s designee.
- 5.2. Option 2 – After the Retention Period, DDS will (i) destroy Client-specified documents using DDS’s onsite shredding vendor, and (ii) place the eDocs Packets in standard corrugated boxes, create physical and electronic manifests and prepare the boxes for pick-up or shipment to Client or Client’s designee.
- 5.3. Option 3 - After the Retention Period, DDS will (i) destroy Client-specified documents using DDS’s onsite shredding vendor, (ii) create long term files for Client by placing each Contract in a manila folder and applying a file label that includes the document control number (“**DCN**”) and Client application ID, and (iii) place the eDocs Packets in standard corrugated boxes, create physical and electronic manifests and prepare the boxes for pick-up or shipment to Client or Client’s designee.

- 5.4. Option 4 - After the Retention Period, DDS will (i) generate and apply a file label to the DDS bar coded cover page that includes the DCN, Account number (as provided by Client) and Client application ID, and (ii) place the eDocs Packets in standard corrugated boxes, create physical and electronic manifests and prepare the boxes for pick-up or shipment to Client or Client's designee.
- 5.5. Option 5 - After the Retention Period, DDS will (i) destroy Client-specified documents using DDS's onsite shredding vendor, (ii) generate and apply a file label to the DDS bar coded cover page that includes the DCN, Account number (as provided by Client) and Client application ID, and (iii) place the eDocs Packets in standard corrugated boxes, create physical and electronic manifests and prepare the boxes for pick-up or shipment to Client or Client's designee.
- 5.6. Option 6 – After the Retention Period, DDS will destroy the entire contents of the eDocs Packets using DDS's onsite shredding vendor.

## 6. Monitoring

Client will have the ability to review processing queues via the DDS website with updates every 10 minutes. Queues will show:

- Number of Contracts Checked in
- Number of Contracts Pre-scanned
- Number of Contracts Scanned
- Number of Contracts at Data Entry/Indexing

## 7. Reporting

DDS will provide Client the following reports:

- Daily and Weekly Delivery Time reports with Hourly Volume and Average Delivery Time
- Weekly Accuracy reports (information tracked daily)
- Detailed Incident Reports for any interruption to production
- Weekly Management Operational Summary Reports listing all Contract Standards and Benchmarks

## 8. Tracking Inquiries

If Client submits a written inquiry regarding the status of any eDocs Packet, DDS will determine and report back to Client whether the applicable eDocs Packet has (i) been received by DDS, or (ii) returned to the Dealer. Client will be charged a fee specified in the SOW for each eDocs Packet included in each such inquiry.

## 9. Image Access

If Client subscribes to the Image Retrieval System (as indicated on Exhibit A of the SOW), DDS will store scanned images for sixty (60) days in the Image Retrieval System and provide access to the Image Retrieval System for up to the number of Client user identification codes/passwords indicated on Exhibit A of the SOW. Client will be charged the "Imaging System Access Fee" on Exhibit B of the SOW for (i) the initial deposit of scanned images related to a DCN into the Image Retrieval System, and (ii) each document image deposited by Client into the Image Retrieval System. "**Image Retrieval System**" means a Hosted Service generally available to financial institutions consisting of DDS's web-based program through which DDS will provide Client with access to Client's scanned images. After the expiration of the 60-day storage period, DDS will transmit the images to Client via the Interface.

In the event Client has not subscribed to the Image Retrieval System, DDS will transmit Contract images via the Interface.

## 10. Request to Resubmit

Client may request DDS to resubmit Data associated with a Client-specified DCN to the Client System. Any request for submission of Data associated with a DCN to the Client System any time after the original file submission was delivered successfully will be charged a fee as specified in the SOW. This type of request includes requests to resubmit original images and Data files.

#### **11. Service Interruption Escalation Plan**

DDS will equip its network to monitor Data delivery from DDS to Client. Alarms will indicate any interruption or serious slowdown of the Services. If any interruption of the Services continues for more than 30 minutes, Client will promptly be notified, and will be regularly updated until the interruption is over. DDS will monitor the return of Data, and will provide a real time update on any processing backlog upon Client's written request.

In the event of a material interruption of the Services, DDS will provide Client with one or more incident report(s) detailing the nature of the interruption, the cause of the interruption and planned measures to resolve the cause of the interruption.

**SCHEDULE 1 TO eDOCS SERVICES SCHEDULE**  
**Implementation - Testing and Production**

The Services will be implemented on a phased-in basis pursuant to a mutually agreed-upon schedule.

During the testing period, Contract Packets will be forwarded to DDS via FedEx overnight mail from Client upon completion of the Client funding process. DDS will then process the Contract Packets as outlined in this eDocs Services Schedule. Provided that no material problems are encountered during the test period, production will commence as agreed upon by Client and DDS. During the production phase, the Contract Packets will be routed directly to the appropriate DDS Location from Client's Dealers using the applicable shipping address(es).

**SCHEDULE 2 TO eDOCS SERVICES SCHEDULE**  
**Indexing – Document Type Indicators**

<b>Document</b>	<b>DDS Code</b>	<b>Document</b>	<b>DDS Code</b>
Contract	0	Addendum to Contract	S
Assignment agreement	1	Cosigner notice	V
Agreement to provide insurance	2	Corporate resolution	W
Application	3	Proof of address	X
Driver's license	4	Notice of credit to spouse	a
Invoice	5	Maintenance worksheet	c
Power of attorney	6	Guarantee agreement	d
Proof of income	7	CA Identity Theft Address Form	f
References	8	Cover page	g
Servicing contract	9	Check list	h
Title	A	Copy of check	i
Title work	B	Credit decision	j
Approval letter	C	Window sticker	k
Buyers order	D	Texas tax affidavit	l
Odometer statement	E	Lease worksheet	m
Book out	F	Pre-approval certificate	n
Insurance card	H	Loyalty letter	o
GAP	I	Lojack page	p
Utility Bill	J	Paint protection	q
Authorization to Pay	K	Social Security Card	r
Credit Life/ Disability/Accident/Health/LAHA	L	W2	s
3 <sup>rd</sup> party	M	VT disclosure form	t
Dealer guarantee letter	N	Customer identity form (EBP)	u
Credit Report	P	Arbitration Agreement	v
Title application	Q	Don't know	?
Title odometer	R	Other	Z



**SCHEDULE 3 TO eDOCS SERVICES SCHEDULE**  
**CarFax Fields**

Unless otherwise set forth in the SOW (as it may be modified pursuant to the Change Control Process), the following shall be the CARFAX Data:

Data Elements:

<b>Field Name</b>	<b>Primary Document</b>	<b>Secondary Document</b>	<b>DE or VER</b>	<b>Ref</b>	<b>Comments</b>
Car Fax Alert	CarFax Data	NA	Systematic		Y/N
Car Fax Information based on alert	CarFax Data	NA	Systematic		Up to 250 alpha characters
Car Fax Mileage	CarFax Data	NA	Systematic		999999
Car Fax Mileage Date	CarFax Data	NA	Systematic		MM/DD/YYYY