

This Product Guide is also available on line at cdkglobal.com and, for subscribers to digital marketing services, in the Dealer Command Center portal



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Whether you are a long time customer or you are new to CDK Global, LLC we extend our appreciation for your patronage and for the opportunity to serve you.

In the pages following you will find certain terms and provisions that supplement your Master Services Agreement and govern the use of certain CDK products and services. We created this guide in an effort to consolidate many of the standard provisions that govern the use of CDK's most popular products and services into one document. By executing CDK's Master Services Agreement or any Schedule thereto, you have agreed to be bound by the terms and conditions of this Product Guide.

We value you as a customer and will work hard to add value to your dealership on a daily basis. Once again, thank you for selecting CDK as your business partner. We look forward to serving you.

A handwritten signature in black ink, appearing to read "B MacDonald".

Brian MacDonald
President & Chief Executive Officer
CDK Global, LLC

General.

1. General Provisions.

A. General Provisions Regarding Product Guide. This Product Guide is incorporated into and is a part of the most recent Master Services Agreement (or, in the case of website and digital marketing services which are governed by a Master Dealer Agreement ("MDA"), such MDA) (the "MSA", and together with all Schedules, Order Forms and Addenda and amendments thereto, the "Agreement") between you (sometimes referred to in this Product Guide as "Client") and, for U.S.-based Clients, CDK Global, LLC (as successor-in-interest to ADP Dealer Services, Inc.) ("CDK U.S."), and for Canada-based Clients, CDK Global (Canada) Limited (as successor-in-interest to the ADP Dealer Services business unit of ADP Canada Co.) ("CDK Canada") or PFW Systems Corporation ("PFW"), as applicable. The term "CDK" shall refer to CDK U.S., CDK Canada or PFW, as applicable. Capitalized terms not otherwise defined in this Product Guide are used as defined in the MSA or elsewhere in the Agreement.

This Product Guide contains policies and terms that apply to certain Equipment, Software and Services you have licensed, subscribed to or otherwise acquired from CDK. CDK may, from time to time (and notwithstanding anything in the MSA to the contrary), amend, supplement or make other changes to this Product Guide. You should continually review the Product Guide in order to ascertain whether any such changes have been made to this Product Guide. Subject to the limitation described in the immediately succeeding sentence, such changes shall be effective at the time the modified Product Guide is posted at the web site cdkglobal.com (or any successor web site(s) designated by CDK from time to time) and, for subscribers to digital marketing Services, in the Dealer Command Center portal. Each time you execute any MSA, Schedule or Addendum in the future, you will be deemed to have agreed to the most recent version of the Product Guide posted on cdkglobal.com (or any successor web site(s)) which was in effect at the time of your execution of such MSA, Schedule or Addendum (in other words, if a new version of the Product Guide is implemented, you will not be subject to such new version unless and until you have executed a MSA, Schedule or Addendum on or after the time that such new version became effective).

B. General Provisions Regarding Ownership of Products and Services; Right of Substitution.

(1) Unless specifically set forth in a Schedule to the contrary, Client acknowledges and agrees that CDK retains all right, title and interest in all printers, network gear and/or other personal property included as part of any Service provided by CDK. ~~X~~

(2) CDK reserves the right to substitute (a) any Equipment that is licensed or leased to Client, or which is provided by CDK as part of a Service to which Client subscribes, (b) any Software that is licensed to Client or provided by CDK as part of a Service to which Client subscribes, and (c) Services to which Client subscribes, with reasonably equivalent items at any time during the term of such Schedule.

C. Workstation Connections. The term "Workstation Connection" or "WS Conn" means any workstation (e.g. PCs, VDTs, WBTs), any local modem communicating with a workstation remotely accessing the CDK Dealer Management System (the "CDK DMS" or the "DMS"), and any foreign computer system. A "Workstation Connection" specifically does not include printers, PC telnet sessions that allow multiple logical sessions from a workstation, or any COMM ports. Mascot Sessions (MSTs) must be purchased separately to provide multiple sessions from a VDT.

With respect to the items priced on a per Workstation Connection basis, the One-Time Fee includes the purchase of the server and the one-time license fee for the Application Programs included in the Core Bundle and the monthly fee includes the Monthly Maintenance for the server and the Monthly License and Support Fee for the Application Programs included in the Core Bundle; provided, however, that it is agreed that if Client is using ASP services the fee for Workstation Connections does not include the purchase of a server by Client.

Application Programs included in the Core Bundles are licensed to Client on a per "Workstation Connection" basis. Cancellation by Client of any Workstation Connections will result, in addition to the payment of liquidated damages and other fees in accordance with the terms of the MSA, in

a termination of Client's right to have such Workstation Connections access and use the Application Programs contained in the Core Bundle. Re-establishing such Workstation Connections may result in the incurrence of additional fees by Client.

D. Third Party Financing. If Client has financed any of its CDK financial obligations with a third party lender ("Lender"), Client agrees that CDK may share with Lender: (i) certain Client information and (ii) Client's Schedules and Agreements with CDK, necessary for the proper administration of any loan, lease or other financing arrangement Client has with Lender.

E. Data Incidents. Without limiting the terms of the MSA and MDA that limit CDK's liability to Client, in the event of any data breach or other incident where Client's systems and/or the security, confidentiality, or integrity of Client's data hosted by CDK is breached or compromised (a "Data Incident") and which is caused by any reason (for example, hacking, malware, fraud, Client operation error, etc.) other than CDK's breach of its obligations under the section with the subtitle "CONFIDENTIALITY OF CLIENT DATA; DATA SECURITY" of the MSA or the provisions of the MDA regarding "Data Safeguards", Client shall be solely responsible for conducting and managing the investigations and remediation of, or eDiscovery with respect to, such Data Incident at its own expense, including (without limitation) hiring any third party to assist Client's forensic investigations. At Client's request and expense, CDK will use reasonable efforts to provide assistance to Client's investigations, remediation and/or eDiscovery to the extent they relate to Client's systems or data hosted by CDK.

2. General Provisions Applicable to Software.

A. Client acknowledges that it is a licensee and/or sublicensee of CDK of the various Application Programs, Special Programs and Operating Programs contained in the Software. Client accepts such licenses and/or sublicenses, as the case may be, from CDK for the Software upon the terms and conditions set forth in the Agreement.

B. Any Special Programs requested by Client will be provided by CDK at charges, terms and conditions to be mutually agreed to by CDK and Client as set forth on the Schedules. CDK reserves the right to determine if it will provide any such Special Programs programming. All Special Programs shall be the exclusive proprietary property of CDK. CDK may independently develop software similar to the Special Programs for any purpose.

C. The licenses and/or sublicenses for the Software granted by CDK to Client hereunder convey personal, non-exclusive, non-transferable rights and licenses and/or sublicenses, as the case may be, to Client to use the Software only at the sites indicated on the Schedules in conjunction with the Products and Services.

D. All Software (including the magnetic or other physical media on which it is originally or subsequently recorded or fixed) will be returned by Client to CDK or will be completely deleted, erased or otherwise destroyed by Client, in accordance with CDK's instructions, promptly after the termination of the Schedule pursuant to which it was licensed to Client. The foregoing obligation does not apply to any Software which is provided to Client by CDK in a SaaS manner pursuant to the ASP Managed Services.

E. CDK makes no assurances that any Application Program will operate in any particular manner or for any particular purpose on any personal computer or personal computer operating system and Client may be required to upgrade its personal computers or personal computer operating system at its own expense in order to use such personal computers with its Application Programs.

3. General Provisions Applicable To Support Services for Software.

A. CDK, or its designee, will provide Support Services to keep the Software operating in good working order through the methods described below for the Software licensed hereunder so long as Client: (i) makes timely payment of all applicable fees as invoiced; (ii) maintains an

operating environment conforming to CDK's then-current published specifications; (iii) allows CDK complete and safe access to the Software; and (iv) is not otherwise in breach of the Agreement.

B. CDK will provide consulting Support Services assisting Client in the use of the applicable Software (including, but not limited to, services provided by CDK at Client's facility, travel time to and from Client's facility and consulting time via telephone or other modes of communication) in accordance with, and to the extent provided by, CDK's then prevailing practices and as may be further described in the Schedules. CDK may charge Client for such training. Support Services necessary due to Client personnel failure to attend training will be provided by CDK on a reasonable-efforts basis at CDK's then-current charges therefor. Client agrees that there is a three hour minimum charge for each visit to Client's facility.

C. CDK may provide certain CDK-designated improvements, enhancements and updates, (which shall be deemed to include the databases which are made available by CDK to its Clients generally (the "Updates"), to the original copies of the Software licensed hereunder. Client agrees that CDK may charge Client implementation, development or other fees as a condition to the receipt by Client of certain Updates. The Updates will be deemed to be part of the Software and will be delivered to Client by CDK.

D. For Software that is provided as an Onsite implementation:

(1) Except for Updates that CDK designates as optional and which Client declines, Client will install all delivered Updates within forty-five (45) days of receipt from CDK or CDK will have no further obligation to provide to Client Updates or support for the affected Software, and CDK may, at its option, terminate the Schedule (and Client's license) for the affected Software.

(2) Client acknowledges that Updates may require the use of additional computing capacity or upgrades to the Equipment. In such case, CDK's sole and exclusive responsibility will be to make the necessary additional computing capacity and/or upgrades available to Client at CDK's then-prevailing charges. CDK reserves the right to designate the availability and use of Software, and Updates thereto, with specific CDK system configurations.

E. Any Support Services for Special Programs requested by Client including, without limitation, any changes needed to Special Programs to interface and/or operate with any new release or enhancement to CDK's standard Applications Programs and file conversions, will be provided at CDK's discretion at CDK's then current charges therefor.

F. For Software that is provided as an Onsite implementation, Client may request that CDK, from time to time hereunder and for CDK's then prevailing charges therefor, approve software owned by Client or licensed by Client from a third party which is not included in the Software (the "Client Software"), for use in conjunction with the Services, Software and/or Equipment. CDK shall perform such procedures (as set forth in Section 5 below), if any, as are, in CDK's sole and absolute discretion, necessary for it to determine whether it can give Client the approval for the Client Software sought by Client pursuant to this subparagraph F. CDK will not provide Support Services for the Client Software; any and all support for such Client Software shall be Client's responsibility. Client will not use the Client Software in conjunction with the Services, Software and/or Equipment prior to complying with the steps set forth in Section 5 below.

G. If Client accesses third party supplied services through a CDK Service and the third party modifies its requirements for CDK access, CDK may, notwithstanding anything to the contrary set forth herein or in the Schedules, discontinue Client's use of the affected Services; and such action by CDK shall be in addition to its other remedies under the Agreement.

4. General Provisions Applicable to Equipment.

A. Configuration, Information; Installation and Environmental Specifications

(1) For any CDK DMS provided by CDK as an Onsite implementation, Client will provide CDK with complete and accurate information regarding Client business volumes and computer storage requirements for use with the System Configurator Schedule (or similar documentation) for the Equipment purchased from CDK pursuant hereto. CDK will not be responsible for configuration errors due to inaccuracies and/or omissions in the information supplied by Client and for any resulting errors in the amount or capacity of Equipment sold to Client.

(2) Client shall provide a suitable installation environment for the Equipment as described in CDK's environmental specifications set forth in the Schedules or in other documentation provided by CDK to Client (the "Environmental Specifications"). Client shall provide and install all wiring and cabling required for installation of the Equipment, and shall install all electrical and other utilities specified in the Environmental Specifications. The Equipment shall be installed and placed in good working order by Client, CDK or CDK's designee, as indicated in the Schedules. Client will at all times maintain the location at which the Equipment is installed in accordance with the Environmental Specifications.

B. Risk of Loss; Ownership

(1) Client acknowledges that the Equipment provided hereunder may possess characteristics which limit the useable capacity of such Equipment. Client acknowledges and agrees that it has purchased, and is authorized to use, only such authorized useable capacity of the Equipment as may be indicated on the applicable Schedule(s). Client expressly agrees that: (i) it will not cause or permit any alteration of any of the Equipment such that the useable capacity will be increased beyond its authorized usable capacity; and (ii) it will not use any portion of the capacity of the Equipment in excess of its authorized, useable capacity without paying CDK the applicable fees for the desired increase in useable capacity. Ownership of the unused capacity in the Equipment shall remain with CDK. For the avoidance of doubt, this subparagraph B. does not apply to any Equipment utilized by CDK to provide Software pursuant to an ASP Managed Services implementation.

(2) Title to the portion of the Equipment purchased by Client shall pass to Client at the point of shipment; title to any portion of the Equipment which is not purchased by Client shall remain with CDK. Client shall have the option of obtaining additional equipment (in addition to the Equipment) from any third party; provided that, such equipment; (i) must be compatible to the Equipment and have complied with the procedures set forth in Section 5 below (and for which Client has paid CDK its then prevailing charges therefor); and (ii) shall be maintained in the manner provided for in Section 4.C. below.

(3) Client shall assume all risk of loss or damage to any Equipment while in Client's possession or control. No loss, theft or damage to the Equipment after the passage of title to Client shall relieve Client of its obligations to pay the charges due, or perform any of its other obligations under, the Agreement.

(4) CDK reserves a purchase money security interest in any Equipment in the amount of the unpaid balance of the purchase price until payment in full of such purchase price. A financing statement under the Uniform Commercial Code may be filed with appropriate public authorities and Client agrees to sign any forms presented to it which are necessary to protect CDK's security interest therein.

(5) Client is responsible (i) for the proper disposal of any Equipment covered by the Agreement and (ii) to pay any environmental, disposal or like fees imposed by any governmental entities in connection with any of the Software, Services, or Equipment covered by the Agreement. In addition, CDK may charge Client a reasonable disposal fee for any Equipment that Client requests CDK to remove from its facility. Non-purchased equipment is the property of CDK.

C. Equipment Maintenance Services.

(1) To the extent set forth in the applicable Schedules, CDK, or its designee, shall provide Maintenance Services for the Equipment and additional equipment referred to in Section 4.B(2) above. Any and all maintenance for Equipment and additional equipment not maintained by CDK, or its designee, will be Client's responsibility subject to the provision of subparagraph F below.

(2) For the Equipment and additional equipment it is maintaining, CDK, or its designee, shall, at CDK's option, provide normal remedial Maintenance Services on-site or by telephone during the hours such remedial Maintenance Services are then generally provided by CDK to its clients for that CDK service region. CDK may, at its option, also provide Equipment swap-out services in lieu of on-call remedial maintenance services. In such event, Client agrees to follow CDK's then-prevailing swap-out maintenance procedures including, without limitation, returning all replaced parts, freight prepaid, within fifteen (15) days after receipt of the replacement parts or pay CDK's then-current late charges. Preventive Maintenance Services shall be provided as determined necessary by CDK, or its designee, and shall be performed during the same hours as on-site remedial Maintenance Services are provided.

(3) Maintenance Services include replacement of all unserviceable parts. Removed parts become the property of CDK. Replaced parts may be new or refurbished.

(4) Maintenance Services do not include (and CDK shall charge Client CDK's then prevailing normal charges for providing):

(a) Electrical work external to the Equipment and additional equipment.

(b) Maintenance of accessories, attachments, or other devices not covered by the Schedules.

(c) Furnishing platens, ribbons, tapes, diskettes, other consumable items, supplies or accessories, painting or refinishing, making specification changes or performing services connected with installation, removal or relocation of Equipment and additional equipment, or adding or removing accessories, attachments or other devices unless specifically agreed to.

(d) Such other services which are impractical for CDK, or its designee, to render because of alterations, not approved by CDK, to the Equipment and additional equipment.

(e) Repair of any Equipment or additional equipment problem caused by non-CDK representatives performing maintenance or repair of such Equipment or additional equipment, unless approved by CDK.

(f) Repair of damage resulting from (i) fire, theft, disaster, catastrophe or acts of God, transportation, neglect or misuse, power failure, power spikes (including, without limitation, lightening spikes and power surges) communications line or equipment failure, (ii) failure of foreign interconnect equipment, (iii) use of the Equipment or additional equipment for purposes other than for which it was designed, (iv) alterations or attachments to, or the use of accessories or supplies not suitable for, the Equipment or additional equipment, (v) operational errors, fault or negligence of the Client or, (vi) causes other than ordinary wear and tear.

(g) Repair of damage or increase in repair service time caused by non-compliance with the Environmental Specifications, or Client's improper use, management or supervision of the Equipment or additional equipment (including, without limitation, the use of supplies, disc packs, diskettes, tapes and tape cartridges not designated in writing by CDK as suitable for use with the Equipment or additional equipment).

(h) Repair of damage resulting from problems in the Software if, without the approval of CDK, (i) Software has been altered in any way not expressly consented to by CDK in writing (it being agreed, for the avoidance of doubt, that Software may not be altered

without CDK's express written consent), or (ii) software, other than the Software and other software previously approved by CDK in accordance with the provisions set forth in Section 5 below, has been installed on the Equipment or the additional equipment.

(i) Client shall permit CDK, or its designee, to have complete access to the Equipment and the additional equipment being maintained by it during normal business hours.

(j) Notwithstanding the foregoing, in the case that CDK, or its designee, is not supplying Maintenance Services:

(i) Due to the proprietary nature of the Services and Software, Client will not allow access by any third party to the Services and Software,

(ii) Client may request that CDK provide Maintenance Services on a time and materials basis from time to time. CDK will do so, at its discretion, at CDK's then-current rates and under its then-current policies, and

(iii) Client will pay CDK's then-current recertification fees to place non-maintained Equipment and additional equipment under Maintenance Services, as well as any time and materials charges for services required to bring the non-maintained Equipment and additional equipment up to CDK standards for Maintenance Services.

5. Non-CDK Provided Software and Equipment.

A. When Client requests CDK to give it the approval referred to in Section 3.F. or Section 4.B.(2) above, CDK will promptly notify Client if CDK reasonably believes (after being advised of Client's intentions and having reasonable time to review, to the extent it determines necessary in its sole and absolute discretion, the likely effect of the proposed additional Client Software or equipment) that such Client Software or equipment (collectively, the "Third Party Products") will degrade the performance of the Services, Software and/or Equipment below their respective specifications and/or will increase the Support Services and/or Maintenance Services which CDK, or its designee, will have to perform on the Software or the Equipment. Client will, upon request demonstrate to CDK that degradation in Services, Software and/or Equipment performance or increase in Support Services or Maintenance Services is unlikely. If CDK determines that such degradation in Services, Software and/or Equipment performance or increase in Support Services or Maintenance Services is still likely, Client shall have the option of:

(1) satisfying CDK, in accordance with criteria to be mutually agreed to by CDK and Client, that the performance of the Services, Software and Equipment will not be degraded, and/or the Support Services or Maintenance Services required to be performed by CDK, or its designee, will not be increased by such additional Third Party Products; or

(2) as a condition of receiving CDK's approval for the use of the Third Party Products in question, agreeing with CDK as to appropriate changes in CDK's representations and warranties set forth in the MSA or MDA (as applicable), and in CDK's Support Services under Section 3 above and/or Maintenance Services under Section 4 above (and CDK's charges therefor), in order to enable CDK not be in breach of its obligations under such sections.

B. Client agrees that CDK shall not be responsible, now or in the future, for the installation, Maintenance Service or Support Services for any Third Party Products or for any modifications to the Services, Software or Equipment necessary to correct or place any Third Party Products in good working order. Client further acknowledges that use of any Third Party Products with the Services, Software or Equipment involves potential risks that may result in system degradation and/or may adversely affect the performance of the Services, Software or Equipment. CDK shall be under no obligation now or in the future to correct any such problems, and CDK shall not have any obligation or responsibility to reconstruct any Client Files, data or programs which may be lost or damaged as a result of Client's use of Third Party

Products. If the installation or use of Third Party Products has adverse effects on any Services, Software or Equipment, or results in any damages or destruction of CDK or Client data, Client agrees to immediately disconnect or remove the Third Party Products upon reasonable prior notice from CDK.

DIGITAL MARKETING SERVICES

6. Provisions Applicable to All Digital Marketing Services.

A. Endorsed Program Terms. To the extent Client has subscribed to Services that are endorsed by the manufacturer from which it holds its retail franchise ("OEM") (such endorsement may be identified during the enrollment process through OEM communications, through co-op eligibility or otherwise), additional terms and conditions may be imposed by such OEM. Client agrees to comply with any such additional terms and conditions, whether such terms are communicated by CDK or directly by such OEM. In addition, if the Services are endorsed by Client's OEM, Client specifically acknowledges and agrees that CDK may transfer information obtained or derived from its use of the Services to its OEM or such OEM's designate.

B. Tracking/Reporting Technologies. CDK may, in its sole discretion and in the course of providing Services, utilize other services and capabilities, including, but not limited to, developing and deploying websites (in addition to the primary website included in the Services or to which advertising Services are directed), website content, call tracking numbers, support services and third party content. Client authorizes CDK to track activity on any CDK-provided website and otherwise monitor and measure the efficacy of the Services, including without limitation through the use of trackable telephone numbers, "web beacons," tracking URLs, HTML tags, cookies, device tracking and other methods and technologies. In addition, if Client utilizes Audience Management Services from CDK (a/k/a Personalization), and Client also has one or more non-CDK provided websites that Client wishes to be used by CDK as a source of data by CDK for tracking, analysis and reporting purposes (and except to the extent that Client is prohibited by the provider(s) of such other website(s) from doing so), Client agrees to implement (or cause to be implemented) on all pages of any non-CDK provided website(s) a piece of JavaScript or other tracking code (a/k/a 'tag') provided by CDK. This code may be used by CDK to track browsing and other activities of the viewers of such website(s), personalize such CDK websites, and to provide CDK and Client with better insights into (and reporting on) Client's CDK-provided and non-CDK provided website activity (and by permitting such code to be implemented on such other website(s), Client represents and warrants to CDK that such implementation and use of such code is not prohibited by such other website provider(s)). Upon notification from CDK or termination of the Services, Client agrees to immediately cease all use of and facilitate removal of all web beacons or other similar tracking tags from Client's website(s) and Client shall be responsible for any fees or costs incurred by CDK with respect to tracking tags that CDK is unable to remove.

C. Call Tracking Requirements. Toll-free or other call tracking numbers and related call tracking services may be provided to Client in connection with the Services. These services provide the ability to track the source of certain inbound calls to Client's business and to record the call. In connection with providing the Services, the recorded calls may be reviewed by CDK, Client's OEM (if applicable), and those given access by Client; which may include co-workers. In some jurisdictions calls may only be recorded with the consent of all parties to the call. Client represents and warrants that (i) the incoming message to Client's telephone system expressly notifies callers that calls may be monitored or recorded, and (ii) Client has obtained (or will obtain prior to Client's employees' participation in recorded calls) all necessary consents required by applicable law from each employee who will participate in the recorded calls. Client acknowledges and agrees that neither CDK nor its suppliers accepts any responsibility for (a) the

legality of recording, monitoring, storing and/or divulging telephone calls and (b) the legal sufficiency of any recorded call prompt message.

D. **Behavioral Targeting Capabilities.** Client acknowledges that the digital marketing Services may include automatically modifying the content of CDK- provided advertising and Client's CDK- provided website(s) (including, but not limited to, replacement of home page elements with content from Client's OEM (if applicable)) based on information gathered from prior user visits to such website as well as visits to other websites and information gathered from other sources. Client consents to such modifications and Client represents and warrants that the collection and use of information online from a particular user over time and across non-affiliated websites for the purpose of delivering advertising to that user based on preferences inferred from such information does not and will not conflict with any contract, privacy policy or other commitment or agreement to which Client is a party or to which Client is subject. In addition, Client authorizes CDK to include on Client's website, or any portion thereof, a notice and consent mechanism with respect to CDK's collection and use of consumer behavior data through such website.

E. **Privacy Policy Requirements.** Client acknowledges and agrees that adherence to fair information collection practices is of utmost importance. So long as CDK is providing the Services, Client agrees to ensure that the websites for which the Services are provided (including any non-CDK provided websites for which Services are provided as described in Sections 6.B. and 8.F. of this Product Guide) will feature an easy-to-understand privacy policy, linked, at a minimum, conspicuously from the website(s)'s home page, with a link that contains the word "Privacy," that (i) in addition to the disclosures about Client's privacy practices, identifies the collection and use of information gathered in connection with the Services and the reporting activities related thereto and (ii) offers the user an opportunity to opt out from such collection and use via a live hyperlink to a CDK-designated site (provided such link is provided by CDK) or, in the case of any non-CDK provided websites, other appropriate opt out capabilities and functionality that cause CDK to be notified of any opt outs that would require action by CDK in order to ensure full compliance with such opt outs. CDK reserves the right to change the required disclosure language, including requiring certain disclosures as mandated by law (including industry self-regulation or practice), upon written notice to Client, and Client agrees to post such revised disclosure on such website(s) within five (5) business days following receipt of such notice.

F. **Email Services.** The Services may include components that allow Client to send e-mail messages; such components shall be used solely by Client and in compliance with all applicable laws, including all requirements of the CAN SPAM Act of 2003 and Canada's Anti-Spam Law. Client agrees to use the email services only to send messages to addressees who are personal friends and family, with whom Client has an established business relationship, or for whom Client has the verified permission to contact via email. Client shall not use the Services for distribution of (a) distributing or posting unsolicited email messages of a commercial or business nature; (b) distributing or posting email messages that are designed to deceive or mislead the recipient, (c) using distribution lists that include people who have not given specific permission to be included in such distribution, (d) continuing to distribute email to a recipient that has indicated that he/ she does not wish to receive email from Client, (e) taking any actions intended to cloak Client's identity, (f) sending email that contains any threatening, hateful, libelous or obscene material, or material of any nature which could be deemed to be offensive or constitutes pornography, and (g) violating the reasonable regulations of CDK's email service provider.

7. **Website Services.** If Client has subscribed to website Services, Client consents to the provision by CDK of vehicle inventory information displayed on Client's CDK-provided website(s) to third party inventory aggregator websites such as CarGurus, Edmunds and Kelly Blue Book for display on such websites.

8. Advertising Services. If Client's has subscribed to digital advertising Services, which may include Digital Advertising Package (DAP) services, Flex DAP services, Power Search or similar Services, then the following terms and conditions apply:

A. Search and Display Services Generally. CDK will enter, on Client's behalf, into insertion orders and like agreements with search engines, display advertising networks and other third parties for the placement of keyword, paid inclusion and display advertisements. Client hereby authorizes CDK to take such actions and Client will be subject to and be bound by any and all terms of such agreements; provided that Client will not be liable for fees in excess of the applicable fees specified in Client's order for the Services or otherwise authorized by Client. Search and display advertising Services are limited to a single supported website and one supported brand. Due to competition from other advertisers, Client's ads will change position during the course of a campaign. Searches, cost-per-click, click through rates, and positions will vary. Services with respect to a supported website will be deemed activated on the later of (a) immediately upon acceptance of the subscription by CDK, and (b) activation of the website, if such website is provided by CDK.

B. Appointment as Agent. During the term of the search and/or display marketing Services, Client agrees that CDK will be the sole company charged with the responsibility of preparing and placing search engine and/or display network advertising with respect to the supported website(s) specified in Client's subscription. Client hereby appoints and authorizes CDK to act as Client's agent in purchasing materials and services, contracting with third parties such as search engine operators and display ad networks, and taking such other actions as may be required to deliver the Services on Client's behalf, including the right to manage Client's accounts with search engines, display ad networks and like third parties, and to make all decisions (including, bid price, listing terms, and monthly spend) and take all actions (including, adding and deleting listings, creating new listings, editing listings and changing bid amounts) relating to Client's accounts. Unless otherwise specified, ads will be implemented on search and content sites at CDK's sole discretion. Until further notice, CDK will incur at least 50% of paid search advertising costs for a Core Digital Ad Package with Google and its affiliates.

C. Fees and Billing. Fees for DAP, Flex-DAP and similar advertising Services are calculated based on amounts spent with or attributed by CDK to advertising and technology (e.g. publishers, advertising networks, proprietary CDK technology capabilities, etc.) in support of such Services and, until further notice, such amounts will equal at least 60% of the applicable fees. CDK charges and collects in arrears for use of advertising Services.

D. Client's Responsibilities.

(1) Client agrees to designate a contact person ("Client Contact") for all communications between Client and CDK with respect to the search and/or display Services, and Client agrees to advise CDK in writing of any change to its designated Client Contact. CDK will direct reports, keyword approvals, advertising copy approvals and other elements of the Services to Client's designated Client Contact. Client agrees to use its best efforts to

(a) be responsive to communications from CDK,

(b) be prompt and decisive in the development and approval of any landing pages, websites, ad creative, keyword selection, website enhancements or other deliverables, and

(c) be active in the follow-up and tracking of leads and sales related to the Services. Client is solely responsible for the content of its websites, advertisements and the chosen keywords and phrases.

(2) Client represents, warrants and covenants that:

(a) all information Client provides or approves or that is provided or approved on Client's behalf in connection with the Services and on Client's website(s) is, and will be updated to remain, current and accurate,

(b) Client has the necessary rights to provide all information provided in connection with the Services (including all content, data, data feeds, listings, titles, URLs, descriptions and, if applicable, selected keywords) and that all such information and all claims, statements, products and services contained or referenced therein and in the websites to which it links, and all emails, newsletters and other materials and technology used by Client in connection therewith:

(i) do not violate any law, statute, ordinance, treaty or regulation;

(ii) do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party;

(iii) do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity;

(iv) are not false, deceptive or misleading;

(v) are not defamatory, libelous, slanderous or threatening;

(vi) will be free of viruses or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information; and

(vii) Client will not engage or cause others to engage in any form of spamming or improper or malicious, as determined by CDK, clicking, impression or marketing activities through any search engine or service and Client will comply with all applicable laws including the CAN SPAM Act of 2003 and Canada's Anti-Spam Law. Without limiting the generality of the foregoing, Client will not implement and/or use technology which prohibits users from using the "Back" button on such user's browser to return to the prior site.

(3) Client grants CDK and any search engine or other third party with whom CDK places advertising materials on its behalf a royalty- free, worldwide right and license in connection with the Services to:

(a) use any part of the materials, which use includes publicly performing, publicly displaying and distributing it, copying and manipulating it as reasonably necessary for such performance, display and distribution, and modifying it or using it commercially; and

(b) access, index, cache, and display the website(s) to which Client's listings link, or any portion thereof by any means including web spiders and crawlers, in connection with Client's listings, including the right to create and display copies of any text, graphics, images, audio, video, and other material included on such website(s), including the right to create and display thumbnail and full-scale copies of any images or video included on such website(s) or elsewhere.

(4) Client agrees that by using a keyword, title, description, link, listing and/or other element of the Services that may be suggested by CDK or its third-party service providers, Client

represents, warrants and covenants that such keyword, title, description, link, listing or other element thereof is authorized by Client and in compliance with the Agreement. Client agrees that CDK shall not have any liability for Client's keywords or Client's advertisements, or for any changes that Client makes to keywords or Client's advertisements based on suggestions by CDK or a third-party service provider.

E. Search Engine Rules and Availability Subject to Change. All components of the search and display Services are subject to the continued availability of the applicable programs and features from each search engine and their partner sites. The search algorithms and rules and guidelines of each search engine and ad network are subject to change without notice.

F. If Client has Non-CDK Provided Website(s) but Purchase Advertising Services from CDK. If Client has one or more non-CDK provided websites but subscribes to advertising Services from CDK, and except to the extent that Client is prohibited by the provider(s) of such other website(s) from doing so, Client agrees to implement (or cause to be implemented) on all pages of such third party website(s) a piece of JavaScript or other tracking code (a/k/a 'tag') provided by CDK. Such code will be used by CDK to more effectively direct viewers of CDK advertisements to such website(s), to track browsing and other activities of such advertisement viewers once they are on such website(s), to dynamically replace call tracking numbers for such viewers on such website(s) with CDK-provided call tracking numbers, to provide CDK and Client with better insights into (and reporting on) the effectiveness of CDK's advertising Services, and to optimize advertising bidding, buying and optimization strategies regarding such advertising Services. By permitting such code to be implemented on such other website(s), Client represents and warrants to CDK that such implementation and use of such code is not prohibited by such other website provider(s).

9. **Search Engine Optimization Services.** If Client has ordered search engine optimization ("SEO") services, which may include Power SEO or successor Services, then the following terms and conditions apply:

A. SEO Services Generally. SEO Services are provided by CDK in support of Client's designated CDK-provided website and may consist of: (a) registering a single dealership location with business directories, review sites and such other sites as CDK may determine in its discretion, and (b) optimizing content and other elements of Client's website homepage and other pages within the site for organic search efficacy.

B. Client's Responsibilities.

(1) In the event that Client has existing accounts with business directories, review sites and similar services, Client agrees to provide CDK with access to such accounts as reasonably required by CDK to verify and optimize such directory listings.

(2) Client agrees to designate a contact person ("Client Contact") for all communications between Client and CDK with respect to the SEO Services, and Client agrees to advise CDK in writing of any change to Client's designated Client Contact. CDK will direct communications regarding delivery of the Services to Client's designated Client Contact. Client agrees to use Client's best efforts to be responsive to communications from CDK.

(3) Client is solely responsible for the content of its website(s) and all content associated with Client contained on directory listing sites, review sites and similar sites. Client represents, warrants and covenants that:

(a) all information Client provides or approves or that is provided or approved on its behalf in connection with the Services and is, and will be updated to remain, current and accurate,

(b) Client has the necessary rights to provide all information provided in connection with the Services (including all information, data and other content) and that all such information and all claims, statements, products and services contained or referenced therein and in the websites to which it links, and all emails, newsletters and other materials and technology used by Client in connection therewith

(i) do not violate any law, statute, ordinance, treaty or regulation;

(ii) do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party;

(iii) do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity;

(iv) are not false, deceptive or misleading; and

(v) are not defamatory, libelous, slanderous or threatening. Client grants CDK and any community site, social media site or other third party with whom CDK places content or materials on Client's behalf a royalty-free, worldwide right and license to use any part of the materials provided by Client, which use includes publicly performing, publicly displaying and distributing it, copying and manipulating it as reasonably necessary for such performance, display and distribution, and modifying it or using it commercially.

(4) Limitations. SEO Services are limited to a single supported website. Additional supported websites may be ordered for additional fees. Unless otherwise specified, search optimization, directory registration and other activities will be taken in CDK's sole discretion. Client acknowledges that search optimization may not be carried out with respect to each page or each content element within the website. Components of the SEO Services are subject to the continued availability of the applicable programs and features from directory and review sites and the rules and guidelines of each are subject to change without notice. The search algorithms of each search engine are subject to change without notice. CDK does not guarantee natural ranking results and specific results and placement in each case will vary depending on, among other things, the level of competitive third party content indexed by the search engine, the content of Client's website, and other factors.

10. Social Media & Reputation Management Services. If Client has subscribed to social media or reputation management Services, then the following terms and conditions apply:

A. Social Media & Reputation Management Services Generally. Reputation Management Services are provided by CDK in support of Client's online reputation as reflected on online community and review websites and may consist of:

(1) registering a single dealership location with business directories, review sites and such other sites as CDK may determine in its discretion,

(2) monitoring of relevant reviews posted to such sites,

(3) creation of one or more websites or website pages relating to customer testimonials and/or reviews, and

(4) utilizing email or online surveys to encourage consumers to submit testimonials and/or reviews. Social Media Marketing Services are provided by CDK in support of Client's

creation and maintenance of a presence in online social media communities and may include (x) creation of one or more branded websites incorporating social media content, (y) registering a single dealership location with social media sites (e.g. Facebook, Twitter, etc.), and (z) monitoring and assistance with managing Client's presence on social media websites. In the event that the Services include advertising services, CDK may coordinate display advertising campaigns on Client's behalf for social media sites.

B. Appointment as Agent. CDK will enter, on Client's behalf, into registration agreements, insertion orders and like agreements with online directories, community sites, social media sites and other third parties in connection with providing the Services. Client hereby appoints and authorizes CDK to act as Client's agent in purchasing materials and services, contracting with third parties such as social media sites and display ad networks, and taking such other actions as may be required to deliver the Services on Client's behalf, including the right to manage Client's accounts with social media sites, display ad networks and like third parties, and to make decisions and take actions relating to Client's accounts in support of the Services. Unless otherwise specified, social media and other registrations and activities will be taken in CDK's sole discretion. All components of the Social Media and/or Reputation Management Services are subject to the continued availability of the applicable programs and features from each community site, social media site, ad network and their partner sites and the rules and guidelines of each are subject to change without notice.

C. Client's Responsibilities.

(1) Client shall provide CDK information concerning

(a) suggested articles or content of interest to Client's social media community;

(b) general information regarding Client's location, brand identities, employees, or users participating in Client's social media community; and

(c) general information regarding linkages to and from the user community including but not limited to vehicle inventory, CRM systems, email accounts, websites, social profiles used by Client. Client agrees to designate a contact person ("Client Contact") for all communications between Client and CDK with respect to the Social Media and/or Reputation Management Services, and Client agrees to advise CDK in writing of any change to Client's designated Client Contact. CDK will direct reports, social media content approvals, advertising copy approvals and other elements of the Services to Client's designated Client Contact.

(2) Client agrees to use its best efforts to:

(a) be responsive to communications from CDK,

(b) be prompt and decisive in the development and approval of any websites, ad creative, content or other deliverables, and

(c) be active in Client's engagement with the online communities related to the Services and Client's communications with consumers. Client is solely responsible for the content of Client's websites, advertisements, and all content associated with Client contained on online community, social media or similar sites.

(3) Client represents, warrants and covenants that:

(a) all information Client provides or approves or that is provided or approved on Client's behalf in connection with the Services and is, and will be updated to remain, current and accurate,

(b) Client has the necessary rights to provide all information provided in connection with the Services (including all content, data, data feeds and listings) and that all such information and all claims, statements, products and services contained or referenced therein and in the websites to which it links, and all emails, newsletters and other materials and technology used by Client in connection therewith:

(i) do not violate any law, statute, ordinance, treaty or regulation;

(ii) do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party;

(iii) do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity;

(iv) are not false, deceptive or misleading;

(v) are not defamatory, libelous, slanderous or threatening; and

(vi) will be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.

(4) Client will not publish or cause to be published reviews or materials:

(a) impersonating or purporting to be from a third party or otherwise fraudulent or misleading, or

(b) provide compensation or incentives of any sort to consumers in connection with their provision of review or testimonial content. Client grants CDK and any community site, social media site or other third party with which CDK places content or materials on Client's behalf a royalty-free, worldwide right and license to use any part of the materials provided by Client, which use includes publicly performing, publicly displaying and distributing it, copying and manipulating it as reasonably necessary for such performance, display and distribution, and modifying it or using it commercially.

D. On-Site Training Services. In the event that Client orders On-Site Training Services in connection with Social Media Marketing Services, in addition to the fees set forth in the order, Client agrees to pay for the reasonable travel expenses associated with such On-Site Training Services including air, lodging, car, and food and training materials.

11. **Connected Store.** The following terms and conditions apply to CDK Connected Store.

A. Client acknowledges that CDK Connected Store is a web-based consumer facing application that Client can use to collect, process, and store consumer personal information,

including, without limitation, name, email, telephone number, credit status, personal loan, etc. ("Personal Information"). Client agrees that it is Client's sole responsibility to comply with all applicable data and privacy protection laws in handling Personal Information, including, without limitation, providing appropriate privacy notice on its website that discloses how Client uses CDK Connected Store to collect, process, use and store consumers' Personal Information and informs consumers of their rights with respect thereto, as may be required or recommended by applicable laws and/or industry self-regulations and best practices. Client shall indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK that arise out of Client's violation of any data and privacy protection law and/or industry self-regulation or best practice.

B. Client acknowledges and agrees that CDK Connected Store uses third party data in calculating certain values in the workflow, such as vehicle trade-in value, APR, etc., and such calculations are subject to the availability and accuracy of such third party data. Calculation of consumer payments is based on estimated tax rates and information provided by the consumer to CDK Connected Store, and may be subject to change in the final transaction.

C. Client agrees that the terms of the Credit Report (and Ancillaries) Services Agreement, by and between Client and CDK, shall apply to this Section 11 to the extent that CDK Connected Store accesses, receives or furnishes consumer credit information.

D. Client agrees to use CDK Connected Store in compliance with all applicable laws and with such policies as may be established by CDK from time to time. CDK and its affiliates do not give legal advice in regards to Client's use of CDK Connected Store. It is Client's sole responsibility to provide any disclosures, disclaimers and other terms and conditions that may be required by applicable laws or desired by Client, and ensure the content thereof to be in compliant with applicable laws, including, without limitation, applicable federal and/or state laws relating to the offer, sale or lease of vehicles, or the financing thereof, use of e-signature, use of emails, text messages and other electronic communications, and with applicable state and federal vehicle advertising laws and regulations. CDK Connected Store may contain sample language for certain disclosures or disclaimers, but they are for Client's reference only, and Client shall be responsible for reviewing such sample language and modify it as it deems necessary. Client shall indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK that arise out of Client's breach of this Section 11.D.

E. The use of CDK Connected Store is conditioned upon Client's purchases and use of CDK digital marketing website services. Termination of Client's CDK digital marketing website services for any reason will automatically cause the termination of Client's use of CDK Connected Store.

CORE SOLUTIONS . The term "Core Solutions" means the Application Programs listed under the Drive Conn or WS Conn.

12. **Cabling and Cabling Installation Services.** The following terms and conditions apply to all cabling and cabling installation services purchased by Client:

A. The following items are not included in the cable install fee: (i) any costs associated with additional work/material or damage incurred in a facility with solid or high ceilings, (ii) any costs associated with additional work/material necessitated by any walls that are not of wood or metal stud and drywall construction, (iii) any costs associated with drilling through concrete, concrete block, brick, or steel, (iv) outdoor pathways in which the existing communication pathway cannot be used; (v) the moving, dismantling and/or reassembling of furniture and (vi) any other unforeseen obstacles or delays that cause incremental work over and above what is detailed on the initial quote.

B. Client's facility must be ready for cable installation on the agreed- upon installation date. Should Client not be ready for the installation of the cable on such date, then CDK reserves the right to alter the installation schedule. CDK and Client will then agree to a new installation date.

13. **The Use of Third Party Provided Networks with CDK's DMS.** The following terms and conditions apply to the use of a third party-provided network with any CDK DMS.

A. Problems with a Client-acquired third party network shall not be a sufficient reason for Client to elect not to sign a Delivery and Acceptance document with respect to the CDK DMS acquired by Client as long as CDK can demonstrate that (i) the CDK DMS is operational or (ii) the problem is related to such third party provided network and not the CDK DMS.

B. CDK is not responsible for any problems caused by a third party having designed and/or installed Client's network, including the inability of any and all serial and network attached devices to communicate with the CDK DMS and with performance-related connectivity issues through the Client's local area network. Client shall pay CDK, on a time-and-materials basis, for any work CDK does to troubleshoot, correct, or work around any third party networking problems. Client will be responsible to purchase any necessary equipment in order for the serial and network attached devices to communicate with the CDK DMS.

CDK shall not be responsible, now or in the future, for the installation of any such third party equipment or for any modifications of Client's CDK DMS or installation of additional communications equipment necessary to place any such third party provided network in good working order.

C. CDK will not delay the installation of the CDK DMS if Client's third party network is not yet installed or if it is not working properly. CDK will complete the installation and demonstrate that the CDK DMS is working properly. If CDK and Client agree to an installation date and CDK is onsite at Client's location and Client delays such installation for any reason, including if its network is not installed or is non-operational, then Client shall be required to pay CDK additional fees which shall include time, travel, lodging and related expenses incurred by CDK in CDK's attempt to install such CDK DMS at such time.

14. **ASP Managed Services.** If Client subscribes to ASP Managed Services, the following additional terms and conditions will apply:

A. For Canadian Clients only: Client acknowledges and agrees that Client's data may be stored in CDK data servers which are located in the United States of America and accessed for support and service purposes from personnel in the US and/or India. Client represents warrants and covenants that it has or will receive, to the extent required under applicable law, the prior written consent of its customers to the storage of their personal information outside of Canada and the accessing of their personal information from outside of Canada.

B. Client shall be responsible for re-cabling each Client location to CDK's CAT 5 Cable standards (including the necessary patch panel) at Client's expense.

C. Each Client location shall have extended the local phone company's D-Mark from the phone room to the location of the CDK router at Client's expense.

D. All PCs connected to the ASP Managed Services will only use CDK- supplied and supported emulation Software and will only be connected via a LAN connection (it being agreed that Client must execute the appropriate Schedule for the license of such Software and for the purchase of such LAN connection(s)). No other emulation software is compatible with the ASP Managed Services.

E. All laser printers connected to the ASP Managed Services will be connected via a LAN connection (it being agreed that Client must execute the appropriate Schedule for the purchase of such LAN connection(s)).

F. If Client moves users from one location to another, CDK may change the pricing of the required network equipment at each Client location.

5. CDK offers its Clients two alternatives for connecting to the ASP data centers that provide ASP hosting services: frame relay and VPN. If Client chooses frame relay, CDK will provide the necessary circuit at the Client location and at the ASP data center. Client will be contracted for specific circuit size based on CDK's judgment of Client's bandwidth needs. If Client completely uses up all of the bandwidth associated with Client's contracted-for circuit size, then CDK shall attempt to pinpoint the problem and work with Client so that Client can modify its business practices to stay within the bandwidth limit. If Client decides to purchase extra bandwidth, Client must execute the appropriate Schedule(s) and CDK shall supply such extra bandwidth at CDK's then-current charges.

H. In order for Client to use VPN for ASP Managed Services, Client must obtain, at its own cost, from a third party or, in some instances, CDK, a VPN "circuit" over the public Internet in order to communicate with CDK's data center. Client acknowledges that certain security risks and performance issues are inherent with the movement of any data over the public Internet. CDK shall have no liability whatsoever for any security breach or for any other service issues caused by the performance, or lack thereof, of public Internet or such VPN circuit. In no event shall any CDK service level commitments extend to the use by Client of the public Internet or any service issues relating to the public Internet or such VPN circuit.

The prices set forth on the Schedules for ASP Managed Services are based on the assumption that Client has purchased its VPN Internet circuit from one of CDK's preferred Internet service providers. If Client obtains its VPN Internet circuit from another Internet service provider, then the prices set forth on such Schedules are subject to increase and Client may be required to purchase additional products and services from CDK in order to be able to use such alternative Internet circuit services. Client may be required to pay for such additional products or services upfront and/or in increases to its monthly access fees.

CDK advises Client to purchase a "backup" Internet circuit in order to try to minimize any potential service interruptions caused by the public Internet. Such back-up is recommended regardless of whether Client is using a third party provided Internet circuit or CDK's frame relay services.

I. CDK's frame relay or VPN services will enable Client access to the Internet. Any such connection to the Internet is provided by CDK at Client's sole risk. Without limiting the general disclaimers of warranty set forth in the MSA in any way, CDK does not guarantee the performance of the Internet nor Client's ability to access any page on the Internet. In addition, CDK shall have the right to filter the Internet software to prevent or reduce access to such non-desirable websites as CDK may determine in its sole discretion from time to time, provided, however, that access to such non-desirable websites may be possible if Client (or any employees or agents thereof) exercises extra efforts to gain such access. Without limiting the general limitations on liability set forth in the MSA in any way, CDK shall have no liability whatsoever for any damages incurred by Client as a result of the connection to the Internet, including without limitation, any damages caused by any infiltration of Client's computer system by any third party through Client's Internet connection.

J. In order to help maintain a secure computing environment, Client is prohibited from connecting any LAN-connected PC to the Internet via a modem connection or to connect any LAN-connected third party server to the Internet via modem or other third party Internet service without prior written notice to (and approval from) CDK. All such LAN PC connections shall only be accomplished in accordance with CDK's written security procedures. Client shall be responsible for any and all damage incurred by CDK or the Client resulting from such LAN PC connections. In the event that Client wishes to connect a third party device or modem to a CDK network, Client must abide by CDK's third party access policies and procedures. Some third party access solutions may result in a change in the configuration of the required network equipment at a specific location which may result in a change in the overall service fees charged by CDK.

K. If Client's needs change and the circuit sizes need to be recalculated and/or additional circuits need to be added or circuits need to be removed, then CDK shall have the right to add,

remove or substitute any such circuits and adjust the charges to Client for such circuits accordingly.

L. CDK offers an optional ASP service for hosting Data Archiving (DA) and/or Document Scanning (DS). CDK offers three alternative packages:

- (1) Hosting for DA Only, Mass Storage
- (2) Hosting for DSDA, Mass Storage
- (3) Hosting, Mass Storage, for small dealer (dealer group with less than 100 users)

Each of these packages includes storage of a limited amount of DA and/or DS data. Package 1 includes 50 GB. Package 2 includes 175 GB. Package 3 includes 5 GB. Each package includes backup of the dealer's data at an alternate ASP facility. So, for example, Package 1 provides up to 50 GB of dealer DA data plus backup of this 50 GB.

If Client's DS/DA data storage needs exceed the included amount shown above, Client will pay an additional fee per 5 GB of primary data stored.

If Client has existing DS/DA data on optical disks that needs to be migrated to ASP mass storage, Client shall pay any one-time fees charged by CDK to complete this data migration.

M. In the event of failure of the server or other equipment located in the CDK ASP data center that is used to provide ASP Managed Services to Client, CDK will use commercially reasonable efforts to restore normal operations to Client as quickly as possible, but CDK makes no guarantee that it will be able to restore such equipment or service within any specific period of time. ~~CDK offers services for an additional fee to reduce downtime in the event of server failure.~~

N. Unless otherwise expressly stated on the related Schedule to the contrary, any and all network equipment provided for Client's use by CDK is owned by CDK.

O. The following are the two third party access options currently supported to connect to CDK's Managed Services via the Internet in a more secure fashion:

Business Partner Extranet (BPE)- Enterprise Solution

The BPE was designed to allow any IP-based software application to traverse the network without the need for such application to worry about data level security (SSL, HTTPS, etc). This architecture allows applications that could not normally use the open Internet to pass data and non-ISP managed IP addresses over the open Internet. The BPE concept allows for two solutions:

- (1) **Managed Solution** – Provides end-to-end connectivity across an Internet VPN or Point-to-Point circuit. The connectivity strategy, security policies, access services and network devices are completely maintained and supported by CDK.
- (2) **Non-Managed Solution** – Provides a secure termination point within the BPE to host a gateway for third party access. The third party is responsible for the connectivity strategy, security policies, access services and network devices.

Remote Access Virtual Private Network – Single User Solution

The Remote Access VPN provides a reliable service for a secure connection to a dealership's network via the Internet which allows remote access to the DMS utilized by the Client. This solution utilizes a secure VPN software running on a PC workstation with Internet access. All users entering the CDK ASP environment are authenticated against an industry standard RADIUS server, which manages specific security parameters, access and routing policies.

If Client has an **authorized** business partner or agent that requires access to the DMS utilized by Client, Client may contact its CDK support personnel. CDK support personnel will then facilitate any necessary business and/or technical discussions with Client to determine which third party access solution is the most appropriate.

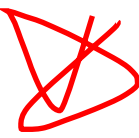
15. **DSDA**. The following terms and conditions apply to DSDA.



If Client terminates the use of its DSDA System, CDK agrees to provide Client the value-added service of extracting its data from the DSDA System and reproducing the DSDA data in offline media (CD/DVD). This service will be billed at CDK's then current rates



CDK agrees that Client's documents extracted from the DSDA System will be in an industry standard and unalterable format and maintain similar capabilities as if online in the DSDA System (i.e. document rendering, search ability, and ability to print).



CDK will make every attempt to make Client's data available in an electronic format; however, if electronic conversion is not possible, CDK agrees to assist Client, at CDK's then current time and material rate, retrieve and print hard copies of all documents that have been archived by Client in the DSDA System, provided that (i) Client has paid CDK all fees due and payable to CDK for the DSDA System up through and including the date of termination and (ii) Client is not otherwise in breach of the terms and conditions of the Agreement.

16. **Express Scanning.** The following terms and conditions apply to Express Scanning.



Client acknowledges and agrees that once the Express is installed, if any of Client's locations are currently using Document Scanning, then Client must upgrade all applicable locations to Express Scanning by executing the appropriate new Schedule to the MSA within six (6) months after the installation of Express Scanning.

17. **ASP Router.** If Client utilizes the ASP Managed Services through the use of a CDK supplied router, the terms and conditions of the immediately preceding section entitled "***ASP Managed Services***" shall apply; provided, however that (i) subsection K of such immediately preceding section shall not apply to Client and (ii) the following replacement subsections G and I shall apply to Client in lieu of subsections G and I of such immediately preceding section:

"G. CDK will supply a router to connect a VPN to CDK's ASP and CDK will supply a small terminal server that CDK's support personnel will use to get dial-in access to the router for troubleshooting purposes when Client's primary Internet connection is unavailable. Every other part of the network, including the circuit, must be provided by Client (e.g., the LAN connecting all local devices together and to the router; the WAN connecting remote sites). If there is a problem with Client's network/network connection, CDK will only determine if the router CDK provided is working properly or if there is a problem in the CDK data center. If CDK determines that the CDK-supplied router and CDK data center are working properly, then Client will need to determine and resolve any network problem. If Client wants CDK assistance in attempting to resolve this non-CDK issue, then Client will be billed for such Services at CDK's then-applicable hourly rates.



Advanced CDK solutions, including but not limited to IP Phones, cannot be implemented for Client unless Client replaces this solution with a custom CDK solution."

"I. CDK's VPN services will enable Client to access the Internet. Such connection to the Internet is provided by CDK at Client's sole risk. Without limiting the general disclaimers of warranty set forth in the MSA in any way, CDK does not guarantee the performance of the Internet nor Client's ability to access any page on the Internet. In addition, CDK shall have the right to filter the Internet software to prevent or reduce access to such non-desirable websites as CDK may determine in its sole discretion from time to time, provided, however, that access to such non-desirable websites may be possible if Client (or any employees or agents thereof) exercises extra efforts to gain such access. Without limiting the general limitations on liability set forth in the MSA in any way, CDK shall have no liability whatsoever for any damages incurred by Client as a result of the connection to the Internet, including without limitation, any damages caused by any infiltration of Client's computer system by any third party through Client's Internet connection."

18. **Third Party Network.** If Client uses network or firewall equipment, software or services not provided by CDK, the following terms and conditions will apply:

A. Without limiting the general limitations on liability set forth in the MSA in any way, CDK shall not be responsible for any damages suffered by Client or problems experienced by Client

which are created, either directly or indirectly, by any network equipment, firewall equipment, network software or firewall software designed or provided by any third party, including, without limitation, (i) the inability of any serial or network attached devices to communicate with CDK DMS, (ii) any performance-related connectivity issues through the LAN and (iii) the infiltration by a third party of the CDK DMS. Client shall be required to pay CDK, on a time-and-materials basis (at CDK's then-current rates), for any Services performed by CDK to troubleshoot, correct, or work around any third party networking problems. Client will be responsible for purchasing any equipment necessary for the serial and network attached devices to communicate with the CDK DMS.

B. CDK shall not be responsible, now or in the future, for the installation of any such third party equipment or for any modifications of the CDK DMS or installation of additional communications equipment necessary to place any such third party equipment in good working order.

C. Client is solely responsible for all telecommunications and Internet service provider charges incurred by it from third party providers, including, without limitation, any increase in such charges caused by the provisioning of equipment by CDK to connect Client's facilities to alternate dealer locations or to the Internet.

19. **GoVault/Ruggedized Back-Up/UC Application Server.** The following terms and conditions apply to GoVault/Ruggedized Back-Up/UC Application Server:

A. GoVault, is a back-up option for Client's data that does not use tapes or tape drives or electronic tapes. GoVault uses a Ruggedized removable hard drive which can be inserted into the base unit of the server and is considered a consumable. Since the Ruggedized removable hard drive is a consumable, CDK does not provide maintenance on such product. Client must purchase new Ruggedized removable hard drives if any such items should fail. CDK will provide maintenance for the GoVault Chassis since the chassis is permanently mounted in the server of the CDK System.

B. Client acknowledges that if any removable hard drive fails it must look solely to the manufacturer of the removable hard drive for any replacement or reimbursement. CDK makes no representation that such manufacturer will provide Client with reimbursement or replacement if a removable hard drive should fail.

RETAIL SOLUTIONS

20. **Live Chat.** The following terms and conditions apply to Live Chat:

A. Live Chat Contact: Client agrees to provide CDK with the name of its key contact person to administer Live Chat and to provide CDK with assistance as needed with the provision of such services.

B. Live Chat Reliance: Client acknowledges and agrees that CDK relies upon third parties to provide the Live Chat. Any interruption, delay or discontinuance in these third parties' services to CDK may result in an interruption, delay or discontinuance of such services to Client.

C. Ownership of Live Chat Content: Client warrants and represents to CDK that Client owns all right, title, and interest in content supplied by Client to CDK for uses contemplated by the Live Chat or Newsletter (the "Content"). Client further warrants and represents that it will not transmit, route or supply CDK with any Client content that infringes any copyright, trade secret, or other intellectual property right, contains any libelous, defamatory, or obscene material, or otherwise violates any laws or regulations relating to content or content distribution. CDK may use or display any of Client's trademarks or copyrighted material through a grant hereunder of a non-exclusive, limited, royalty-free license to use such materials.

D. Live Chat Content and email List Representation: Client represents that the list of individual email addresses that it may use from time to time was obtained in a legal manner, and that all individuals have agreed to receive marketing messages from Client. Client also agrees that if at any time any person chooses to no longer receive an electronic communication from

Client it will immediately remove such person from the distribution list of any and all future communications and that Client will keep them removed from the distribution list until such person chooses to receive such communications again. Client is solely responsible for all Content. CDK does not guarantee the accuracy, integrity or quality of any Content. Client shall not use the service to: (a) upload or otherwise transmit any Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content; (e) upload or otherwise transmit any Content that Client does not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload or otherwise transmit any Content or domain name that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (g) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (h) violate any applicable law or regulation, including, but not limited to, regulations promulgated by the Federal Communications Commission, Federal Trade Commission and the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export of technical data. Without limiting the generality of the MSA, Client shall defend, indemnify, and hold CDK harmless from and against any suit, proceeding, assertion, damages, cost, liability, penalties, fines and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims against CDK and its employees and affiliates arising from or connected with any claim that any Content or Client's e-mail address list (and/or use thereof) infringes or misappropriates any third party intellectual property or proprietary right.

E. Live Chat Services will be deployed on Client's websites designated by Client. For clients that purchase fully-managed Live Chat services, Live Chat will be provided 7 days per week, 24 hours a day. Other offerings provide varying levels of Live Chat services as defined by the product or service listed on the applicable Schedule. Client will inform the involved web providers of the work that is being done and take whatever action is necessary to ensure the timely implementation of any code required for the successful execution of this program. Specifically, the following tasks will be performed: Account Set Up and Management – CDK will work with Client as well as their web provider(s) to ensure that "buttons" with invitations to chat with an online representative are placed on as many locations of the website as possible to engage customers and prospects. XML ADF Lead Formatting – Each purchase lead will be documented with first/last name, contact number, vehicle of interest plus any other information provided by the customer and forwarded via standard XML ADF format to the designated lead management system(s) of the Client. Chat Logs – Full Logs of completed chats will be sent via email to the designated personnel at the store for whom the chat was taken. This will be done for informational, service, parts as well as purchase chats. Reporting & Analysis – Client will receive weekly and monthly reports showing the results of the Live Chat program.

21. **Newsletter Services.** The following terms and conditions apply to Newsletter Services:

A. **Newsletter Design.** CDK will design, write, develop and distribute monthly email based newsletters on behalf of Client pursuant to the schedule set forth below:

Monthly Newsletter

Activity	Date
Content Requests Received from Client	3rd
Draft Delivered to Client for Approval	7th
Changes & Modifications due back to CDK	12th
Newsletter is sent	15th

B. **Access.** Client will provide access to its CRM/DMS based mailing lists or will provide list updates in CSV or Excel format no later than the 5th of each month.

C. **Newsletter Content.** CDK will work with Client to determine the content mix that is most appropriate for Client's business goals. This plan will be established on a quarterly basis. On a monthly basis Client may choose to submit story requests or special incentive requests for inclusion in the monthly newsletter. These requests must be received from Client NO LATER THAN THE 3rd OF THE MONTH. If special content requests are not received a newsletter will be assembled based on CDK's selection from standard content. The production schedule above will be followed.

D. **Reporting & Analysis.** Client will receive monthly reports showing the results of the LiveChat/Newsletter program.

22. **CDK Used Lot Intelligence.** The following terms and conditions apply to CDK Used Lot Intelligence, also known as Appraisal Solution which is included in Sales Velocity Plus, also known as Used Car Management with Appraising which is included in CDK Connected Lot also known as Used Lot Intel ("CDK Used Lot Intelligence"):

CDK and Client acknowledge and agree that data imported from CDK Used Lot Intelligence is not covered under the standard Desking data guarantee.

23. **Desking.** The following terms and conditions apply to CDK's Desking, also known as Payment Presentation which is included in Sales Velocity and Sales Velocity Plus ("Desking"):

A. For every transaction calculated by the Desking payment optimization software CDK will guarantee, subject to the limits described in subsections B and C below, the correctness of rates, residual values, payment calculations and lender requirements as long as Client adheres to the following seven (7) requirements:

(1) All applicable lease data (i.e. rates, residual values, program requirements) must have been received by CDK or the Dealer from either the lender or manufacturer. All applicable finance data (i.e. buy rates, maximum advance, finance reserve) must have been received by CDK from either the lender or manufacturer. Lease and Finance Program start and end dates must be included in the programs. Program effective and expiration dates can be easily viewed by CDK's Desking's Data Tracker feature. ALG residual guide book dates are displayed throughout the application for easy identification. CDK recommends that information always be verified prior to completing the documentation process. Desking's Data Tracker Tool allows for easy verification of current program information.

(2) Only contracts for delivered vehicles will be guaranteed and full documentation of loss must be provided by Client and lender within 30 days of incident.

(3) The deal must be saved via the Desking program and a properly dated CDK worksheet must be provided. Full lender documentation indicating loss must be provided for any deal in question and only contracted deals are covered.

(4) All regional manufacturer programs must be sent to CDK via fax or email in order for CDK to verify the state, county and specific programs that apply. In some cases, where necessary, the dealer is responsible for assuring that the correct regions are used. For example: NJ Ford Dealers can either be Zone 1 or Zone 2, both are in NJ but the distinction is not clear and therefore needs to be identified by Client.

(5) Calculations made using any overrides and any other custom Client changes are not guaranteed.

(6) User errors, such as, but not limited to, the selection of the wrong program, regions, vehicles or the misinterpretation of any lender business rules will not be guaranteed.

(7) Client's Sales Manager and/or General Manager and all of Client's other users of CDK's Desking must have participated in formal CDK training. One-on-one training is

available online via our CDK Live Meeting Training Program, at the dealership or at CDK facilities.

B. Any credit will be solely and exclusively in the form of a waiver of licensing fees or service credits as determined by CDK. IN NO EVENT SHALL CDK'S TOTAL LIABILITY FOR THE GUARANTEE DESCRIBED IN SUBSECTION A. ABOVE EXCEED THE MONTHLY FEES ASSOCIATED WITH ONE MONTH'S USE OF DESKING.

C. The foregoing guarantee is not available for any transaction calculated by the Desking payment optimization software using an expired lender program.

D. Subsection A. above shall not apply with respect to Client's use of expired lender programs.

24. **Quote Express.** The following terms and conditions apply to Quote Express.

A. Client acknowledges and agrees that Quote Express uses third party data in calculating certain values in the workflow, such as vehicle trade-in value, APR, etc., and such calculations are subject to the availability and accuracy of such third party data. Calculation of consumer payments is based on estimated tax rates and information provided by the consumer to Quote Express, and may be subject to change in the final transaction.

B. Client agrees that the terms of the Credit Report (and Ancillaries) Services Agreement, by and between Client and CDK, shall apply to this Addendum to the extent that Quote Express accesses, receives or furnishes consumer credit information.

C. Client agrees to use Quote Express in compliance with all applicable laws and with such policies as may be established by CDK from time to time. CDK and its affiliates do not give legal advice in regards to Client's use of Quote Express. It is Client's sole responsibility to provide any disclosures, disclaimers and other terms and conditions that may be required by applicable laws or desired by Client, and ensure the content thereof to be in compliant with applicable laws, including, without limitation, applicable federal and/or state laws relating to the offer, sale or lease of vehicles, or the financing thereof, the use of e-signature, the use of emails, text messages and/or other electronic communications, with applicable federal and/or state vehicle advertising laws and regulations, and with applicable federal and/or state data privacy and data protection laws and regulations. Quote Express may contain sample disclosure or disclaimer language, but they are for Client's reference only, and Client shall be responsible for reviewing such sample language and modify it as it deems appropriate. Client shall indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK that arise out of Client's breach of this Addendum.

25. **Forms.** The following terms and conditions apply to forms licensed by Client:

Without limiting the generality of the terms of the MSA, Client acknowledges and agrees that no warranty is made as to the legal and/or regulatory compliance of any forms provided by CDK, including through its EasySource Forms alliance, and that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. Client acknowledges and agrees that it is essential that it seek independent legal advice with respect to the legal compliance of its dealership forms.

Client represents and warrants that it has the right to license all forms that are indicated as "Dealer Specific" and that such forms do not infringe upon the intellectual property or proprietary rights of any third party. Client agrees to indemnify CDK for any third party claims of infringement of intellectual property or proprietary rights of any third party in connection with such forms (whether or not CDK knows or has reason to know of such infringement).

26. **Document Cloud.** The following terms and conditions apply to Document Cloud.

A. Available Packages. CDK offers three different packages for Document Cloud. The packages for CDK Canadian clients and CDK Truck clients may differ from the information below and if so, the terms will be stated in Client's Schedule. The two paragraphs below apply to each package:

Any Document Cloud package can be supplemented with a discounted additional install of a shared F&I site, referred to as Doc Cloud – Install Shared F&I Site. If applicable this discounted install fee covers a site which shares an F&I logon with another site. This provides the shared site with an additional 20 F&I forms, 2 of which can be personalized custom forms. These 20 forms are in addition to the 55 F&I forms already provided in the Document Cloud package. All forms over the total allotment supplied are billable.

If Client decides to not install a portion of the package that is included, at the time CDK is installing such package (the "Declined Product"), then Client acknowledges and agrees that if Client decides at later time to install such Declined Product, CDK will charge Client additional charges at CDK's then current standard time and material rates for training and installation.

B. Document Cloud Essentials Package. CDK represents that the Document Cloud Essentials package licensed on the Schedule to the MSA dated the date hereof includes the following CDK products: Document Archiving, F&I Laser and the management and revisions to forms including: Laser Artwork for up to a total of 15 DMS Parts, Service, Accounting Forms, 4 CRM Forms, the OEM provided CDK Lane and Inspect form(s) and up to 1 generic inspection form and 1 Desking Custom Pencil Form. Also included is up to 55 standard F&I forms in the eLibrary including DCAP forms and up to 5 personalized custom forms. A total of thirty (30) revisions combined for all forms contained within the CDK eLibrary are allowed per year with no carrying over of unused revisions. Any revisions to a personalized custom form is billable and not contained with the cost of this package. This package comes with a 30-day warranty period on forms once installed. During this period revisions can be made that are not counted towards the allotted number of revisions for this package. After 30 days, any form revision is counted towards the total and any new form is billable. This package has 3 GB hosted storage included per user connection with a minimum of 50GB base. This package covers up to 10 users. For more than 10 users, additional users must be contracted for on a CDK Schedule to the MSA. Document Cloud users must match the number of Drive connections/users.

C. Document Cloud Plus Package. CDK represents that the Document Cloud Plus package licensed on the Schedule to the MSA dated the date hereof includes the following CDK products: Document Archiving, Digital Contracting w eSign, and Laser Artwork. Regarding Laser Artwork, included is the management and revision to forms up to a total of 15 DMS Parts, Service, Accounting Forms, 4 CRM Forms, the OEM provided CDK Lane and Inspect form(s) and up to 1 generic inspection form and 1 Desking Custom Pencil Form. Also included is up to 55 standard F&I forms in the eLibrary including DCAP forms and up to 5 personalized forms. A total of thirty (30) revisions combined for all forms contained within the CDK eLibrary are allowed per year with no carrying over of unused revisions. Any revisions to a personalized custom form is billable and not contained with the cost of this package. This package comes with a 30-day warranty period on forms once installed. During this period revisions can be made that are not counted towards the allotted number of revisions for this package. After 30 days, any form revision is counted towards the total and any new form is billable. This package has 5 GB hosted storage included per user connection with a minimum of 50GB base. This package covers up to 10 users. For more than 10 users, additional users must be contracted for on a CDK Schedule to the MSA. Document Cloud users must match the number of Drive connections/users.

C. Document Cloud Professional Package. CDK represents that the Document Cloud Professional package licensed on the Schedule to the MSA dated the date hereof includes the following CDK products: Document Archiving, Digital Contracting, Express Scanning (up to 4 workstations), Express Scanning Template Setup Pkg, and Laser Artwork. Regarding Laser

Artwork, included is the management and revision to forms up to a total of 15 DMS Parts, Service, Accounting Forms, 4 CRM Forms, the OEM provided CDK Lane and Inspect form(s) and up to 1 generic inspection form and 1 Desking Custom Pencil Form. Also included is up to 55 standard F&I forms in the eLibrary including DCAP forms and up to 5 personalized forms. A total of sixty (60) revisions combined for all forms contained within the CDK eLibrary are allowed per year with no carrying over of unused revisions. Any revisions to a personalized custom form is billable and not contained with the cost of this package. This package comes with a 30-day warranty period on forms once installed. During this period revisions can be made that are not counted towards the allotted number of revisions for the package. After 30 days, any form revision is counted towards the total and any new form is billable. This package also includes up to 5 Enhanced Marketing Forms (up to 20 revisions per year). Document Cloud is available to ASP clients. Onsite servers are not supported. Document Archiving has 3 GB hosted storage included per user connection with a minimum of 50GB base for storage needs. This Platinum package has 8 GB hosted storage included per user with a minimum of 50GB and up to 4 scanners may be installed and configured. This package covers up to 10 users. For more than 10 users, additional users must be contracted for on a CDK Schedule to the MSA. Document Cloud users must match the number of Drive connections/users.

27. **CRM Application.** The following terms and conditions apply to the CDK's CRM Application, also known as Cust LifeCyc StrongView Integration which is included in Sales Velocity and Sales Velocity Plus ("CRM"):

A. Without limiting the generality of the MSA in any way, Client agrees that it will comply with all laws and regulations, including, without limitation, (i) the Safeguards Rule (16 CFR Part 314) (the "Safeguards Rule") and the Privacy Rule (16 CFR Part 313) (the "Privacy Rule") each promulgated by the Federal Trade Commission pursuant to its authority under the Gramm Leach Bliley Act and (ii) the Driver's Privacy Protection Act (and all equivalent state statutes) (collectively, the "DPPA") and (iii) the Personal Information Protection and Electronic Documents Act, relating to Client's collection, use, transfer or disclosure of any data or database (including, without limitation, any and all "personally identifiable information" included therein), whether internally generated by Client or acquired by Client from CDK or a third party. "Personally identifiable information" means any information that identifies an individual including, without limitation, any "personal information" (as defined in the DPPA) and any "customer information" (as defined in the Safeguards Rule). Client shall indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK or Client that arise out of Client's breach of the foregoing obligations.

B. Client agrees that it will comply with all laws and regulations restricting its ability to (i) make marketing or sales telephone calls, (ii) make facsimile transmissions, (iii) send e-mails, (iv) send text messages, (v) make phone calls, (vi) mail marketing or sales pieces and/or (vii) make or send any other electronic or other communication (collectively, "Marketing Laws"). To the extent that Client's CDK computer system or CRM system incorporates any third party-supplied software application or service (whether provided directly to Client or through CDK) that assists Client in its efforts to comply with any Marketing Law, CDK shall have no liability whatsoever with respect to Client's use of such third party software application or service. Client shall indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK or Client that arise out of Client's breach of the foregoing obligations.

C. Client represents and warrants to CDK that any data or database that it may have CDK add to its computer system (and the act of loading such data or database) will not result in the violation by CDK or Client of any law, rule or regulation, including, without limitation, any Marketing Law, the DPPA, the Safeguards Rule, PIPEDA or the Privacy Rule, nor will such data or database contain any data governed by the provisions of the DPPA. Client shall indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK or Client that arise out of a breach of such representation and warranty.

D. Client agrees its use of CDK's Custom Import Tool (to the extent made available to Client) will allow it to bypass the security data integrity safeguards normally in place in the CDK computer system so that Client may, on its own, import the personal information of potential customers into the CDK computer system. Client agrees to read the user documentation regarding the Custom Import Tool (currently contained in the System Administrator User Guide) and to follow all the rules and procedures contained in the documentation. Client also agrees to make sure all users take the applicable training course for the Custom Import Tool prior to using the tool. Client agrees that it shall be fully responsible for (and agrees to reimburse CDK for) any and all costs and expenses associated with the corruption of Client's data or other problems that may result from Client's use of the Customer Import Tool.

E. The number of Client's personnel trained during the installation of CRM will be based on the number of CRM Named Users licensed by Client as noted on the applicable Schedule. Client may only use the number of Named Users that Client has licensed from CDK pursuant to such Schedule. Additional Named Users may be licensed by Client at the same per Named User price as listed in the applicable Schedule for up to sixty (60) days after the initial installation.

F. The success of the installation of CRM will be dependent on Client's efforts in implementing and reinforcing process change. Client acknowledges that CDK has recommended assigning a "Senior Executive Sponsor" with the authority to require process change and a "Process Champion", acting as Client's internal product expert and trainer, to the CRM project.

G. CDK recommends Client license the ASP hosted version of CRM. Should Client decide to deploy CRM on an in-house server Client acknowledges and agrees that Client, and not CDK, is responsible for the charges associated with upgrading the server including disk and memory, if needed, to accommodate transaction storage, growth and processing needs.

H. CDK represents the CRM Application Program installed at Client's location(s) will be the standard CRM package that has been released to CDK's Clients generally. Specific requests for custom reports, features or data conversions may be requested by Client by executing the applicable Schedule and paying additional fees to CDK.

I. Client acknowledges that the CRM system does not decode VINs for trailers, motorcycles, marine or recreational vehicles. This may have an impact on Client's ability to use service reminders, campaign manager and other portions of the CRM application where dealership management system VIN explosion is accessed.

J. CDK will only support this version or higher of the specific product and configuration are defined as outlined below. Non-Standard items are indicated by an *.

Component	Product / Configuration	Comment
Application	CRM 4.0	Version 4.4.5 or better
Server OS	Windows 2003 R1	
Workstation Devices	Windows Based Terminals (WBT)*	See note (1) below
Workstation Device Configuration	Windows 2003 Terminal Services*	See note (2) below

1. Because of deployment and configuration variables beyond CDK's control, CDK makes no specific recommendations for WBT hardware but previous internal testing has been performed only on WBTs with 128M or more of RAM.

2. Non-CDK server (Terminal Server, Citrix server) and network configurations to support those servers and attached devices are the responsibility of the dealer. Any changes or

reconfiguration to these servers or terminal devices or to the network to support proper operation of CRM 4.0 are the responsibility of the dealer.

K. CDK is offering an OCR Drivers License Scanner Application Program for Client to capture on a mobile device to quickly enter guest information on the showroom floor into the CRM system. This Application Program will allow Client to capture and store the guest's photograph from the driver's license. Client acknowledges that if Client chooses to capture and store such images, these stored images will consume disk space which may eventually require the purchase of additional disk drive and/or server upgrades which are the responsibility of Client.

Client acknowledges and agrees that the use of the OCR Drivers License Scanner Application Program may be limited or prohibited by the national, federal, and/or local laws of the place where Client operates its business, and that the functionalities of the OCR Drivers License Scanner Application Program are standard and not particularly customized for compliance with any specific federal, national, state or provincial laws. Client agrees that it is solely responsible for compliance with all such federal, national, and/or state/provincial laws and further agrees to indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK or Client that arise out of Client's use of the OCR Drivers License Scanner Application Program.

L. CDK's CRM Application Program requires that all Client's PCs running CRM in the Client's dealership environment need to be reconfigured to properly access and perform CRM operations.

Client shall be responsible for performing these reconfiguration activities itself. CDK will provide to Client the documentation and instructions necessary for Client to properly reconfigure its PCs. All PCs must be reconfigured in accordance with the timetable provided by the CRM Project Manager. Should Client fail to have all PCs properly reconfigured in a timely manner, CDK will reconfigure all PCs requiring reconfiguration at CDK's then-current rates.

M. If Client uses CDK's CRM Email Integration, Client shall comply with standard email practices including the CAN-SPAM Act of 2003 in order to continue using such Integration.

If Client is not complying with such standard email practices, CDK reserves the right to notify Client in writing, via email, that CDK will be removing the CRM Email Integration. If CDK does remove the Integration, Client shall have the opportunity to improve its email practices and if after sixty (60) days Client has improved its email practices to CDK's satisfaction, then Client will have the opportunity to license the CRM Email Integration again, provided that Client executes the appropriate Schedule therefor.

Client acknowledges and agrees that CRM utilizes certain third party software applications. All such software applications are being licensed by CDK to Client pursuant to the MSA.

N. CDK's CRM Application Program requires that Client sets up an email account for each of Client's CRM user to record all email communications between such CRM user and Client's customers. CDK's CRM Application Program retrieves and stores all email communications contained in each CRM user's "inbox" every 5 minutes or less. Client shall be responsible for setting up such CRM user email accounts and shall ensure that such CRM email accounts are used exclusively for the CDK CRM Application Program and only contain content related to support of the CRM Application Program. It is the Client's responsibility to ensure that such CRM email will never be used collect, process or store sensitive personal identifiable information, including social security numbers, driver's license numbers, government issued identification card numbers, tax identification numbers, credit card numbers, bank or other financial account information and the associated password, security code or question or other information that enables the login of such financial accounts, etc. Client agrees to indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK or Client that arise out of Client's breach of this section.

28. **DataFresh Service - Data Services Bundle.** The following terms and conditions will apply to DataFresh Service or the Data Services Bundle also known as Data Management Services which is included in Sales Velocity and Sales Velocity Plus ("DataFresh"):



A. Client acknowledges that the data cleansing, updating, enhancement and/or suppression flagging services being provided to Client in connection with the DataFresh Service are being provided to Client by certain CDK service partners (the "Service Partner") pursuant to a separate contract between Client and Service Partner and that CDK's role in such service is to facilitate the extraction of data from Client's CDK-provided systems, the provision of such data to Service Partner, and the return of the Service Partner processed data to Client's system(s). Accordingly, Client shall look solely to Service Partner with respect to any claims regarding such services, and acknowledges and agrees that CDK shall have no liability to Client with respect to the services being provided by the Service Partner.

B. Client shall abide by all of the terms and conditions set forth in the Service Partner contracts and shall defend, indemnify and hold harmless CDK (and its employees, agents and affiliates) from and against any and all claims, demands, judgments, liability, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from Client's failure or alleged failure to abide by such terms and conditions (or from any misuse or unauthorized use by Client of the DataFresh service), including any expenses incurred by CDK in responding (whether at Client's request or otherwise) to any regulatory or other third party inquiries regarding Client's use of the DataFresh Service. Among other limitations, Client: (1) shall not use any service partner processed data as a factor in establishing any consumer's eligibility for: (i) credit or insurance used primarily for personal, family or household purposes, (ii) employment purposes, or (iii) other purposes authorized under Section 604 of the FCRA, 15 USC Section 1681b or any similar statute; (2) shall use service partner processed data solely for a single use for one of the following purposes: (i) direct mail; (ii) conducting telephone solicitations; or (iii) conducting telephone or direct mail surveys.

C. For U.S. Clients, this Service requires Client to be registered with the Federal Trade Commission (FTC) as a user of their "Do Not Call" list. Client shall register with the FTC, keep such registration current and provide such registration information to CDK. Client acknowledges that this registration is required as a prerequisite for DataFresh installation. Client also acknowledges that failure to remain current with such FTC registration will lead to termination of the DataFresh Service.

D. For U.S. Clients, this Service requires Client to be registered with the U.S. Postal Service as a user of their National Change of Address (NCOA) service. Client shall register with the USPS, keep that registration current and provide that same registration information to CDK. Client acknowledges that this registration is required as a prerequisite for DataFresh installation. Client also acknowledges that failure to remain current with such NCOA registration will lead to termination of the DataFresh Service.

E. Client acknowledges that the total record counts may vary over time and Client may move to a new processing tier from time to time. CDK will analyze Client's tier every month and make an appropriate tier pricing change (if needed) for the ensuing period.



29. **VIN Cleanse.** The following terms and conditions apply to VIN Cleanse:

A. Client agrees to pay CDK the fees set forth on the applicable Schedule and those fees outlined on the Ancillary Rates List (a copy of which is available at www.cdkglobal.com). The VIN Cleanse Service involves the use of motor vehicle data which CDK's third party data services provider obtains from individual states. Client certifies to CDK that it will use, protect, and maintain any and all such motor vehicle data, or lists derived therefrom (collectively, "Motor Vehicle Data"), received from CDK strictly in accordance with the following: (i) Client will strictly abide by the restrictions and limitations imposed upon Client by the federal Drivers Privacy Protection Act ("DPPA") and all applicable state statutes and regulations, and Client acknowledges its obligations to remain apprised of, and to comply with, such restrictions and limitations, (ii) Client will strictly abide by any additional federal or state restrictions or limitations placed on the use or disclosure of Motor Vehicle Data, now or in the future, (iii) it shall not use the

Motor Vehicle Data for marketing. These certifications shall continue in effect for as long as Client is in possession of the Motor Vehicle Data.

B. Client certifies that the Motor Vehicle Data received pursuant to this Agreement will be used only for the purpose indicated below.

Use Code	DPPA Permitted Use	DPPA Ref.
3	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only: A. to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and B. if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.	18 USC § 2721(b)(3)

C. Client shall indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK or Client that arise out of Client's use of the VIN Cleanse Service.

D. Client acknowledges and agrees that VIN Cleanse is an annual service. Client agrees to allow CDK to run the VIN Cleanse Service and perform operations on an automated basis. CDK will apply settings to achieve optimal results. If Client desires to manage deletion settings, additional training must be contracted for by Client.

30. **Customer Touch.** The following terms and conditions apply to Customer Touch

A. Client agrees to use the CustomerTouch services in compliance with all applicable laws and with such policies as may be established by CDK from time to time. Client further agrees that it shall be solely responsible for the content of any communications provided pursuant to the CustomerTouch services (even if CDK has provided suggested scripts or language for such communications) and for ensuring that such communications and content comply with all applicable laws. CDK reserves the right to limit the quantity of communication deliverables.

B. Client acknowledges that any e-mail services being provided to Client in connection with the CustomerTouch services are being provided to Client by CDK's email partner ("Email Partner") pursuant to a separate contract (the "Email Partner Contract") between Client and Email Partner, and that CDK's role in such services is to facilitate the extraction of data from the Client's CDK-provided DMS or CRM systems and the provision of such data to Email Partner. Accordingly, Client agrees to look solely to Email Partner with respect to any claims regarding such services, and acknowledges and agrees that CDK shall have no liability to Client with respect to the services being provided by Email Partner. Client acknowledges and agrees that CDK shall have the right to cease providing such data to Email Partner at any time and upon notice to Client to offer the e-mail services provided by Email Partner directly to Client or via another vendor, in which case Client agrees to utilize such services in compliance with all applicable laws and with such policies as CDK may establish from time to time.

C. Client agrees to abide by all of the terms and conditions set forth in the Email Partner Contract and to defend, indemnify and hold harmless CDK (and its employees, agents and affiliate) from and against any and all claims, demands, judgments, liability, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from Client's failure or alleged failure to abide by such terms and conditions (or from any misuse or unauthorized use by Client of the CustomerTouch services), including any expenses incurred by CDK in responding (whether at Client's request or otherwise) to any regulatory or other third party inquiries regarding Client's use of any of the CustomerTouch services. CDK shall promptly notify Client of any such claim of which it has knowledge.

D. If any third party increases its fees in connection with the provision of the Customer Touch services, then CDK shall have the right to pass those increases to Client, by increasing Client's pricing with at least 30 days prior written notice to Client.

E. Client acknowledges that the Managed Campaign recurring maintenance fee includes email services only. Direct mail is an additional charge per campaign, per piece, for postage and print. This incremental fee is not set forth in this document and Client will be required to sign a purchase order, which will state the applicable fees. CustomerTouch™ will not execute any direct mail campaign without a Client signed purchase order.

F. Client authorizes CDK and its representatives to obtain and review Client's CustomerTouch™ monthly reports in their entirety for the purpose of discussing program success and return on investment with Client.

G. Graphics and related assets created by CDK for purposes of CustomerTouch Managed Campaigns are the sole property of CDK. CDK owns licensing and copyrights for the fonts and images contained in the artwork produced for purposes of utilizing them through CDK-Cobalt advertising channels. Assets can only be released for publishing on CDK-Cobalt websites, or, when the copyrighted imagery is removed from the campaign template by CDK after a signed purchase order stating the cost per campaign graphic is received. The purpose of the purchase order is to cover design hours for imagery removal.

H. Client shall indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK or Client that arise out of Client's use of the Customer Touch services.

31. **Email Append.** The following terms and conditions apply to Email Append:

A. If Client is not purchasing Email Append services as part of the Data Services Bundle or Sales Velocity bundle or Sales Velocity Plus bundle then in addition to the fees set forth on the applicable Schedule Client shall also pay the fees outlined on the Ancillary Rates List (a copy of which is available at www.cdkglobal.com). Such Ancillary Rates List has a per match fee. A MATCH is defined as an email address provided to Client by using Email Append. Emails provided but flagged as "do not email" due to an end customer opt-out will not be charged the MATCH FEE.

B. Client acknowledges that the Email Append services provided to Client are provided to Client by Authenticom pursuant to a separate agreement between CDK and Authenticom. CDK's role in such service is to facilitate the extraction of data from Client's CDK-provided systems, the provision of such data to Authenticom, and the return of the Authenticom processed data to Client's system(s). Accordingly, Client acknowledges and agrees that CDK shall have no liability to Client with respect to services being provided by Authenticom.

C. Client agrees to abide by all the terms and conditions set forth in the Email Append agreement and to defend, indemnify, and hold harmless CDK (and its employees, agents and affiliate) from and against any and all claims, demands, judgments, liability, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from Client's failure or alleged failure to abide by such terms and conditions (or from any misuse or unauthorized use by Client of the Email Append service), including any expenses incurred by CDK in responding (whether at Client's request or otherwise) to any regulatory or other third party inquiries regarding Client's use of the Email Append service. CDK shall promptly notify Client of any such claim of which it has knowledge.

D. Client acknowledges that Email Append is a recurring service that shall be performed on a monthly basis.

E. Client acknowledges that the Email Append service will typically provide email addresses for only 15%-25% (or less) of qualifying customer records the first time the service is performed. Subsequent monthly processes will yield email addresses for a much lower rate (less than 2%) for qualifying customer records.

F. Client acknowledges that end customer email addresses change frequently and some portion of email addresses provided through the Email Append service will become obsolete every month (approximately 3%-5% per month).

G. **For clients with multiple stores, the Email Append service is performed on a store-by store basis, processing customer records with sales and service transactions associated with that store. A separate Schedule is required for each store.**

32. **Payment Card Industry Data Security.** The following terms and conditions will apply to Payment Card Industry Data Security:

A. The major credit card issuers (Visa, MasterCard, American Express, Discover and JCB) require that all merchants accepting credit cards for payment comply with the Payment Card Industry Data Security Standard (PCI-DSS). **CDK does not and cannot advise Client of its compliance obligations, nor guarantee or provide compliance to the PCI-DSS in any way.** Only a PCI Qualified Security Assessor can provide Client with the report on compliance (ROC) that the PCI Security Standards Committee defines, or advise Client regarding specific actions it may need to take to obtain a ROC. CDK recommends that Client engage its legal counsel to interpret its contractual requirements to its payment processor and the credit card issuers with which it does business.

B. Client acknowledges and agrees that CDK products, systems and networks are not and will not be made compliant with the Payment Card Industry Data Security Standard (PCI DSS). Client agrees that it will not use any data fields (user defined or otherwise repurposed) in CDK Software or Services to store cardholder data. Client also agrees not to use CDK Equipment, Software or Services to transfer or transmit cardholder data unless a PCI Qualified Security Assessor has determined that because of the state of the cardholder data CDK Equipment, Services and Software are not in-scope of the PCI DSS.

33. **Menu.** The following terms and conditions apply to Client's use of CDK's Menu:

A. Client acknowledges and agrees that: (i) it is critical for CDK to be able to apply in CDK Menu the accurate and most updated warranty rates and tables and all other pricing information applicable to Client's service product providers ("**Client Pricing Data**"), and (ii) it is Client's sole responsibility to provide CDK with the Client Pricing Data, update it continuously and in a timely manner, and ensure the correctness thereof, and CDK shall have no obligation to obtain the Client Pricing Data or any part thereof from any sources other than Client.

B. CDK shall in no way be responsible for any error in the Client Pricing Data. Upon discovering any such error, Client shall promptly inform CDK in writing, and CDK shall correct such error upon receiving Client's written notice.

C. Client shall indemnify and hold CDK harmless from any loss, damage, claim or expense incurred by CDK as a result of the Client's breach of any of its obligations stated in subsections A and B above.

34. **MenuVantage Platinum.** The following terms and conditions apply to the software application known as "MenuVantage Platinum", which will be referred to as "MenuVantage".

A. Client acknowledges that the MenuVantage application licensed to Client under the Agreement (including the Schedule and this Addendum) will include the basic integration to its CDK DMS that is currently available.

B. Client agrees to use MenuVantage in compliance with all applicable laws and with such policies as may be established by CDK from time to time. CDK and its affiliates do not offer legal services and will not give legal advice in regards to Client's use of MenuVantage. Client further agrees that it shall be solely responsible for the content of any disclosures, disclaimers and other terms and conditions contained in the MenuVantage workflow that are intended for Client's consumers (even if CDK has provided suggested scripts or language for such content) and for ensuring that such content complies with all applicable laws, including, without limitation,

applicable federal and/or state laws relating to automotive repair and services, use of e-signature, use of emails, text messages and other electronic communications, etc. Client shall indemnify and hold CDK harmless from any and all losses, damages, and/or expenses (including without limitation reasonable attorneys' fees) which may be incurred by CDK or Client that arise out of Client's use of MenuVantage.

C. Client authorizes CDK to access Client's DMS to access, copy, use and display data reasonably required to provide MenuVantage and agrees to provide CDK with such passwords and/or authorization as may be required with respect to Client's DMS. If CDK is unable to access Client's DMS, Client agrees to provide to CDK with the data required for CDK to provide MenuVantage on such schedule and in such format as the parties may mutually agree. Client shall own any text or other materials ("Materials") provided by Client to CDK in connection with MenuVantage, and Client hereby grants to CDK a non-exclusive, world-wide, royalty-free license to use such Materials in connection with MenuVantage. Client further agrees that CDK may transfer the Materials to Superior Integrated Solutions LLC in connection with providing the Services.

35. **Digital Contracting.** The following terms and conditions apply to Client's use of Digital Contracting:

Hosted Mass Storage is a requirement to use Digital Contracting.

PERIPHERALS

36. **LaserStation™.** With respect to any Schedules entitled "LaserStations", the term "One-Time" refers to Purchase Price, Prepaid Font License, and/or Form Artwork Set-Up Fees (as specified in such Schedules). Unless otherwise specified in a Schedule, all LaserStation™ printers are licensed to Client only for the term indicated in such Schedule.

37. **F&I LaserStation.** The following terms and conditions apply to F&I LaserStations:

A. **F&I LaserStation charges:** Client agrees to pay CDK the fees set forth on the applicable Schedule and those fees outlined on the Ancillary Rates List (a copy of which is available at www.cdkglobal.com). Clients may also be charged a license fee by CDK for the use of certain forms belonging to various third parties. Client shall pay any such license fees.

B. **Forms for Digital Contracting and F&I LaserStation:** Digital Contracting and F&I LaserStation require a separate installation fee for each F&I logon which includes the F&I LaserStation software as set forth on the applicable Schedule and the creation and installation of up to fifty (50) laser forms per F&I logon during such initial installation.

C. **DealerCAP:** The DealerCAP program provides Client with a cost effective means to manage F&I laser forms that can be used with F&I LaserStation and Digital Contracting. DealerCAP F&I forms can be included in the fifty (50) laser forms included in the F&I LaserStation or Digital Contracting installation fee (as stated above in B.). There is no additional charge for building/mapping of DealerCAP forms provided that they are included in the installation and collectively with the other laser forms and provided the total number of forms do not exceed the limit of 50 forms. However there is a fee for the use of all the DealerCAP forms (including the 50 laser forms included in the install fee described above) and these forms cannot be changed nor modified by Client.

D. **Installation:** Client must install the required software and hardware for all F&I LaserStation forms within ninety (90) calendar days from the execution date of the applicable Schedule. Such installation date shall be mutually agreed upon between CDK and Client.

Client shall use reasonable efforts to meet the required timeline milestones, as set forth on the F&I LaserStation forms installation timeline set forth below, so that the installation can occur within such ninety (90) day period.

A CDK project specialist or CDK utilization & training specialist, formerly known as an account executive, will track and verify that all timeline milestones are met by Client.

Upon completion of the installation of the F&I LaserStations CDK will delete from the CDK system the ability of Client to use pre-printed forms that are duplicated by any digital/Laser forms. This is done to protect the use of F&I LaserStation forms and to help ensure that the most recently dated form is used by Client.

F&I LASERSTATION™ FORMS INSTALLATION TIMELINE		
DESCRIPTION	RESPONSIBILITY	TIMELINE = # Business Days of Contract Authorization
Dealer provides CDK's Form Collection Team with copies of all forms to be installed as part of F&I LaserStation.	CDK / Client	0 - 10
AE Supervisor contacts client to verify Install Date.	CDK / Client	0 – 10
The regional Form Collection Team will review all forms with the dealer and have the dealer sign off on which forms will be uploaded to the dealers DMS at time of install.	CDK / Client	11 – 40
Dealer Specific Form proofs are sent to client for review and approval.	CDK / Client	41 – 46
Client installs appropriate software/hardware for F&I Laserstation printers	Client	46 – 60
CDK installs and test the F&I LaserStation printers	CDK	61 - 85
FORMS DOWNLOADED / AE TESTS FORMS AND PROVIDES ONSITE TRAINING		90 Business Days – Install Complete

38. **Pre-Printed Form Disclaimer.** The following terms and conditions apply to Client's use of the CDK F&I LaserStations to print Electronic Forms in connection with CDK's eForms Library and in connection with Client's purchase or license of F&I LaserStations, Digital Contracting, and/or FinanceSource Site:

A. **Pre-Printed Forms.** If Client desires to run Pre-Printed forms through the CDK F&I LaserStation and incorporate variable data such to produce a completed document, Client acknowledges that the Pre-Printed forms are third party documents not licensed to Client by CDK.

B. **Mapping.** Client is solely responsible for all data mapping requirements for the use of the Pre-Printed forms. In addition, Client is solely responsible for the cost of any data mapping required due to laser feed shifting, updated document versions, changes to the required ink color or font size of any Pre-Printed form.

C. **Fees.** Client shall be responsible for any and all fees associated with printing of the Pre-Printed forms. This includes, but is not limited to, any Pre-Printed forms that jam in the printing process, shift, misprint or are incorrect in any way. Any and all fees associated with any printed document are billable.

D. **No Warranty.** CDK makes no representation or warranty whatsoever for the Pre-Printed forms or their use, either separately or in conjunction with the CDK F&I LaserStation. The use of the Pre-Printed form with CDK's F&I's LaserStation is not a configuration CDK supports. Client's use and production of the Pre-Printed form with the CDK F&I LaserStation is at their own risk. CDK provides this services "AS IS".

E. **Limitation of Liability.** CDK has no liability whatsoever to Client or any third party for the Pre-Printed forms or their use, either separately or in conjunction with the CDK F&I LaserStation.

39. **LaserStation™ MFD 8000.** The following terms and conditions apply to Client's use of any LaserStation MFD 8000:

- (i) If Client has a finisher unit, then Client will be responsible to purchase all needed staples;
- (ii) Client is responsible for their network infrastructure (network connection, phone line, power, etc.); and
- (iii) Client acknowledges and agrees that manufacturer features may exist on the LaserStation™ MFD 8000 that CDK does not support. If Client utilizes such features, then Client acknowledges and agrees that CDK is not responsible to support such. Equipment that is sold by CDK to Client will be supported by CDK. Services and Software will only be supported by CDK if they are part of a CDK solution and
- (iv) Additional terms and conditions apply depending upon which laser billing model client is on. See each billing model below for details.

40. **LaserTWO Program.** The following terms and conditions apply to LaserTwo Program:

A. The LaserTWO program consists of a monthly price per each LaserStation printer (as set forth on the relevant Schedule) which includes (i) the use of the CDK supplied LaserStation printer; (ii) an estimated quantity of sheets per month as listed below for the LaserStation™ forms listed below; (iii) white laser paper (20 lb. stock in either 8.5 x11 or 8.5 x14) and black toner for the selected quantity of sheets per month as listed below for the LaserStation forms listed below; and (iv) ground freight on such white laser paper and black toner. Client is responsible for remembering to order additional laser paper from CDK before Client runs out of such paper: CDK will not provide any credits for or permit any returns of CDK paper as a result of Client not needing additional CDK paper because it purchased paper from another source. All applicable taxes shall be added to the LaserTWO monthly price. If Client is using a color LaserStation printer(s) under the LaserTWO program, then Client shall be responsible to purchase color toner cartridges from CDK. The LaserTWO program **does not include** any fees or usage charges related to documents not referenced below and specifically excludes, without limitation, laser check/cheque stock paper. The quantity of sheets that Client may choose, range from 1,000 to 5,500 sheets per LaserStation printer in a one month period. CDK agrees that the total number of LaserStation printers licensed for use at the same site (as set forth in the applicable Schedule(s)) may share the cumulative total of sheets from the LaserTWO packages Client has acquired for such LaserStation printers.

B. After the first three (3) complete months of the LaserTWO program and once per year thereafter, **Client's bill will be automatically adjusted by CDK to reflect the correct LaserTWO package and pricing.**

C. If the total number of Client's LaserStation printers changes, then the timing of CDK's audits shall be modified to: after the first three (3) complete months following the change in the number of printers, and each year thereafter.

D. CDK and Client agree that the LaserTWO Package shall commence, at CDK's discretion, upon the first day of the next billing cycle following (i) the installation of the related CDK DMS; or (ii) the installation of the LaserStation printers. CDK and Client agree that all (or none of the) LaserStation printers licensed by Client for a Client site must be on the LaserTWO Package and each LaserStation printer at such site must remain on the LaserTWO Program for the term of the relevant Schedule. Client cannot combine different laser billing models with LaserTWO Package at the same Client site.

PARTS and SERVICE

Special Order Requests
Work Orders
Repair Invoices
Parts Invoices
Parts Pick Tickets

BUSINESS OFFICE

Checks (Payroll, On Demand Checks,
Accounts Payable, Check Stubs)
Accounts Receivable Statements
Purchase Orders
Cash Receipts
Showroom Laser Forms
F&I LaserStation Forms

TRUCK FMLR

FMLR Leasing Invoices
 FMLR Rental Invoices
 FMLR MISC Invoices
 FMLR Fuel Invoices

DSDA Reprints
 DSDA Reports

LaserTwo Packages :

LS(type) LASER TWO PACK 1000	1000 Sheets/month
LS(type) LASER TWO PACK 1400	1400 Sheets/month
LS(type) LASER TWO PACK 2500	2500 Sheets/month
LS(type) LASER TWO PACK 3500	3500 Sheets/month
LS(type) LASER TWO PACK 4500	4500 Sheets/month
LS(type) LASER TWO PACK 5500	5500 Sheets/month

E. If Client is using the LaserStation MFD 8000 on the LaserTwo Program then the above terms and conditions apply. However despite what is stated above, CDK will only provide Client with up to two (2) black toner cartridges per LaserStation MFD 8000 every twelve (12) months with the CDK LaserStation MFD 8000 LaserTwo Pack 5000.

41. **Laser Font Software Purchase 2 Program.** The following terms and conditions apply to the Laser Purchase 2 Program:

A. During the term that CDK provides maintenance and proprietary software for LaserStation printers purchased as part of the Laser Purchase 2 Program, and subject to the terms set forth below, the One-Time Fee paid by Client with respect to such LaserStation printers shall include the Per Sheet Charges associated with the LaserStation™ forms that are printed by Client from such LaserStation™ printers, including documents generated from Customer Mail Utility, provided that (i) the applicable printer is in general release and is being installed to CDK clients; (ii) Client executes the appropriate Schedules to the MSA therefore; (iii) for non-color LaserStation™ Printers, Client may order up to five (5) black toner cartridges per LaserStation™ Printer per each twelve (12) month period at no charge; (iv) Client pays CDK all applicable charges associated with such LaserStation™ printers, including but not limited to, Artwork Charges, Form Installation Charges and fees for any additional black toner cartridges and all color toner cartridges and image drums; (v) Client is responsible to purchase all laser paper; and (vi) Client is not otherwise in breach of the terms and conditions of the Agreements. If Client is using a color LaserStation printer(s) under the Laser Purchase2 program, then Client shall be responsible to purchase color toner cartridges from CDK. CDK and Client agree that there are no Per Sheet charges associated with Laser Financial Statements and Laser Tax Forms, however if Client orders such documents Client will be charged accordingly. Client agrees that it must obtain black toner cartridges from CDK at CDK's then current rate for use with Laser Purchase 2 Program printers. **Client may not obtain black toner cartridges from any other source.** If Client chooses to purchase paper from CDK, then the white laser paper and laser check/cheque stock paper shall be available at CDK's then current rate.

B. If Client is using the LaserStation MFD 8000 on the Laser Purchase 2 Program then the above terms and conditions apply. However despite what is stated above, CDK will only provide Client with up to two (2) black toner cartridges per LaserStation MFD 8000 every twelve (12) months.

42. **Laser Font Software Purchase Program (not Purchase 2).** The following terms and conditions apply to the Laser Purchase Program:

The monthly fee owing by Client with respect to CDK LaserStation™ printers purchased by Client include the Per Sheet Charges associated with the LaserStation™ forms that are printed by Client from such purchased LaserStation™ printers, including documents generated from Customer Mail Utility, provided that (i) Client has executed the appropriate CDK Schedules to the MSA

therefore; (ii) Client pays CDK all applicable charges associated with the LaserStation™ printer, including all toner cartridges, Artwork Charges, Form Installation Charges; (iii) Client is responsible to purchase all laser paper for the LaserStation™ printers and (iv) Client is not otherwise in breach of the terms and conditions of the Agreements. CDK and Client agree that there are no Per Sheet charges associated with Laser Financial Statements and Laser Tax Forms, however if Client orders such documents Client will be charged accordingly. Client must purchase black and color toner cartridges from CDK at CDK's then current rate. Client may not purchase toner cartridges from any other source. If Client chooses to purchase paper from CDK, then the white laser paper and laser check/cheque stock paper shall be available at CDK's then current rate.

43. **Laser Magnetic Ink Character Recognition Printing Services ("MICR")**. The following terms and conditions apply to MICR with the ST9715n MICR printer:

A. Client must use a current and approved MICR printer model (the "Approved Printer(s)") in order to use the MICR solution.

B. Client shall have the option to purchase the Approved Printer(s) or use the CDK provided Approved Printer(s) from CDK.

C. The only CDK forms that will print on the Approved Printer(s) are:

(1) **Accounts Payable (ACPCK-Accounts Payable Checks)**

(2) **On Demand Checks (ACCHK-On Demand Checks)**

Client agrees not to print any other forms or documents on the Approved Printer(s).

D. Client agrees that it will only use MICR toner which meets the specifications for the Approved Printer(s). If Client purchases or licenses such Approved Printer(s) from CDK then Client must purchase such toner from CDK at CDK's then current rate. Client is responsible for all MICR toner and freight beyond any initial "starter" toner that is supplied with the Approved Printer; and

E. Client agrees to only use check stock which meets the specifications for the Approved Printer(s). If Client purchases such check stock from CDK then Client shall pay for such check stock at CDK's then current rate.

44. **LaserStation™**. The following additional terms and conditions apply to all LaserStations (including, without limitation, CRM LaserStations, F&I LaserStations, Alliance/DASH LaserStations), LaserStation MFD 8000 utilized by Client:

A. **Charges.** Client agrees to pay CDK the fees set forth on the applicable Schedule and those fees outlined on the Ancillary Rates List (a copy of which is available at www.cdkglobal.com).

B. **Customer Mail Utility; Letter Writing and Reports and Other Documents.** Envelopes, labels and postcards must be supplied by Client. In addition to applicable per sheet rates based upon Client's chosen LaserStation package, an additional charge will be assessed for color or other enhanced paper (other than white 20 pound paper) upon shipment according to the quote provided by CDK.

C. **Showroom LaserStation Monthly Software License and Support Fee Is Additional.** CDK reserves the right to review all artwork submitted to CDK for use with the LaserStation services and if such artwork can be created by CDK, CDK agrees to provide Client a quote stating the charges related to creating such artwork.

D. **APC LaserStation.** Includes postscript printing and Ethernet capabilities for which there is a minimum monthly forms charge for each APC LaserStation. There is a minimum monthly

forms charge for each BMW EPC LaserStation which in all installations where APC is used, the minimum CDK fee is applied.

E. **CDK's PC/LAN Solutions LaserStation Charges.** Requires the use of the CDK/PC Solutions Quote Sheet.

F. **Laser Financial Statement.** This program is sold separately. Due to the nature of annual changes to laser financial statements by franchisors, these financial statements are sold as a subscription fee per manufacturer per accounting log-on. Pricing for the accounting log-on and for the available forms can be obtained by contacting Laser Imaging at 1-800-786-4416.

G. **Laser Tax Forms.** Due to annual requirements to laser tax forms, they are sold in minimum bundled quantities and must be ordered through CDK EasySource at 1-800-786-4416, prompt 6. Call this number to order and for pricing information.

H. **Deferred Print Option (Forms Management Install Fee)** Client shall pay CDK's then prevailing one-time and monthly fees per form to allow Client to use the deferred print option. These fees are waived provided Client is utilizing CDK's LaserStation in conjunction with that form.

I. **Ownership of Forms:** All forms contained in the font cartridges, flash cards, and/or electronically downloaded from CDK are the sole property of CDK. CDK has sole ownership, and all right, title and interest in and to such forms, including, all copyrights pertaining thereto. Client shall have no right in such forms other than the personal, non-exclusive, non-transferable right and license to use such forms during the term of Client's license to such forms for Client's own business usage and solely in conjunction with the printer provided by CDK. Client shall not allow such forms to be licensed or otherwise transferred to any third party or used on any non-CDK equipment.

J. **Ownership of LaserStations:** At its sole discretion, CDK may for any reason and at any time substitute for any product or service included as part of the LaserTWO program and the flat sheet rate billing, another product or service (as the case may be) that is materially similar to it in terms of performance and/or functionality. Client acknowledges and agrees that CDK retains all right, title and interest in all equipment and other personal property included as part of the LaserTWO Program and the flat sheet rate billing.

K. **LaserStation MFD 8000:** If Client is using the LaserStation MFD 8000 on the LaserTWO program or if Client is billing on a flat sheet rate then the above terms and conditions apply. However despite what is stated above, CDK will provide Client with up to two (2) black toner cartridges per LaserStation MFD 8000 every twelve (12) months.

L. **Operating Procedures.**

(1) Forms; Charges; Approval

(a) CDK offers an electronic form download ("EFD") function. Client will be charged a fee for this function (at CDK's then-current rates) per each download of forms to Client's DMS electronically via phone lines or Internet. This functionality allows CDK to download electronically CDK forms to Client's CDK DMS for use on Client's CDK LaserStation printers only.

(b) Artwork & set-up charges per form and proof revisions per quote shall be a minimum charge per form.

(c) Upon receipt by CDK of the foregoing, CDK will send Client a proof of each form specified and Client shall pay the artwork set-up fee for such forms services as specified on the applicable Schedule.

(d) Client shall have a period of fifteen (15) days from shipment to review the paper proof (s) and notify CDK of desired changes. If changes are needed, Client must return to CDK the paper proof(s) with changes clearly indicated thereon. If changes are received by CDK within

fifteen (15) days, CDK will make the indicated changes to the logo or the heading at no charge to Client. Changes required after the fifteen (15) day review period will be invoiced to Client at CDK's then prevailing charges.

(e) If proof(s) were provided to Client, CDK will not ship forms cartridges for use on the LaserStation printer until Client notifies CDK of its acceptance of the proof(s). CDK generic laser forms are available for initial install at CDK's then-current rates. If generic forms are downloaded to the DMS, an additional install fee (at CDK's then-current rates) will be incurred.

(f) Client will be charged a per form cancellation fee which will be equal to fifty percent (50%) of the artwork charge for such form for any form(s) for which CDK has created artwork and provided proofs to the Client and Client did not implement such form within a period of ninety (90) days from receipt of such proof from CDK.

(g) Client will be charged for each per form modification or proof revision requested by Client.

(h) One flash card is included in the Monthly License Fee for each LaserStation if applicable, additional flash cards requested by Client shall be at CDK's then-current charges therefor. For each flash card that is not returned when modified forms are sent to Client, an additional charge (at CDK's then-current rates) shall be imposed. All flash cards must be returned to CDK with the LaserStation printer at the end of the term of the license for such LaserStation or whenever a LaserStation is returned and not upgraded.

(i) Client represents and warrants to CDK that it has all right, title, and interest in all artwork, form language or other materials ("Client Material") it provides to CDK for use by Client on its LaserStations. Client shall indemnify and hold CDK harmless from any loss, damage, claim or expense incurred by CDK as a result of the infringement (or alleged infringement) by the Client material of any right of any person or entity.

(j) Client understands and agrees that it is fully responsible for the content of all of its forms. CDK makes no representation or warranty whatsoever as to the legal compliance of any forms. It is essential that Client obtain legal advice as to the legal compliance of its forms.

(k) If no other laser billing model is stated on the Schedules to the MSA, Client shall incur charges at CDK's then-standard per sheet rate therefor (except if Client has a different existing laser billing model currently in effect, then the existing model will apply to the new LaserStation printers). Such LaserStation pricing will affect all existing LaserStations at all Client locations where the LaserStations are not subject to such alternative billing model/ usage model.

(l) If Client does not have printing activity for a Laserstation form tied to a logon, then Client will be billed a minimum processing charge per Laserstation per month.

(2) Paper and Toner

(a) **20# WHITE LASER PAPER.** The usage fee set forth in Section (1)K above includes 20# white laser paper (Catalog #s 6001301, 6001311, 6001321 & 6001421). CDK agrees to supply Client with one sheet of white laser paper per chargeable laser transaction. Client is responsible for placing orders for such paper. CDK will not credit or back-ship any paper that was not ordered. Laser check/cheque stock paper is separate from the white laser paper stated above, and CDK may bill Client additionally for such laser check/cheque stock paper.

(b) **BLACK TONER CARTRIDGES.** The usage fee set forth in Section (1)K above includes black toner. Client shall add black toner when necessary.

(c) **OPTION - ADDITIONAL CARTRIDGES.** CDK black toner cartridges are recycled. New black toner cartridges are available to Client at a surcharge per black toner cartridge.

(d) **COLOR CARTRIDGES.** The CDK color LaserStation printer is shipped with three starter color toner cartridges (one of each color) and one starter monochrome cartridge. Additional color toner cartridges are provided at an additional charge per cartridge. CDK and Client agree that with each color LaserStation printer, CDK will send and bill to Client (at CDK's then-current charge therefor) three additional color toner cartridges (one in each color) for automatic replacement).

(e) **FREIGHT ON WHITE LASER PAPER AND TONER IS ADDITIONAL UNLESS OTHERWISE STATED TO THE CONTRARY IN THE APPLICABLE SCHEDULE(S).**



45. **PC Complete Care/PC Protection Plus.** The following terms and conditions apply to PC Complete Care and/or PC Protection Plus:

A. PC Complete Care Services is for certain personal computers (PCs) which Client has acquired from third parties other than CDK. Client represents and warrants to CDK that with respect to all PCs for which CDK performs PC Support services, (i) all software applications on such PCs have been properly licensed by Client (whether from CDK or other third parties) and (ii) Client has appropriate supporting documentation for such software licenses (copies of which will be provided to CDK immediately upon CDK's request).

B. PC Complete Care Services shall consist solely of those services set forth in CDK's PC Service Policies and Procedures set forth below, as such policies and procedures exist as of the date hereof and as such policies and procedures may change over time (which changes may be made by CDK in its sole discretion and without notice to Client). Such policies and procedures contain important exclusions on service coverage. Without limiting the generality of the foregoing, Client specifically acknowledges and agrees that the only software applications that CDK will support as part of such PC Support services are Microsoft® Windows® and Internet Explorer currently approved for CDK applications, and that CDK shall have no obligation to support (including any obligation to load or re-load) any other software applications which may reside on any such PC and CDK does not have any obligation or responsibility to provide Client with bug fixes or security patches for any supported software applications. Client is responsible to obtain from its licensor, and install, any bug fixes or security patches for the supported software applications.

IF CLIENT HAS PURCHASED "PC PROTECTION PLUS" AND NOT "PC COMPLETE CARE", AS SET FORTH ON THE APPLICABLE SCHEDULE TO THE MSA, THEN CDK AND CLIENT AGREE THAT CLIENT SHALL BE RESPONSIBLE TO PAY TO CDK FOR ANY AND ALL ON-SITE REPAIR AND/OR MAINTENANCE TO THE PCS ON A TIME AND MATERIALS BASIS.

C. Notwithstanding anything to the contrary set forth in any Schedule executed by Client and CDK with respect to PC Complete Care Services, CDK reserves the right to terminate its obligation to provide PC Complete Care Services (either with respect to a particular PC or with respect to all PCs of Client which are covered by such services program) at any time (and for any reason) upon 30 days notice to Client.

D. **PC Service Policies and Procedures for PC Complete Care/PC Protection Plus.**

Important note: the following reflects CDK's current policies and procedures with respect to its PC Complete Care Services program. These policies and procedures are subject to change by CDK from time to time in its sole discretion and without notice to Client. In addition, the PC Complete Care Services program is subject to the general terms and conditions set forth in the MSA.

(1) **Personal Computer (PC).** A PC is defined as a personal computer which has not been acquired from CDK and which consists of the following components: monitor, central processing unit (CPU), input device (such as a keyboard), a data storage device (such as a disc drive); and any other device listed in "Covered Components" below that are standard components which have been installed as of the time Client contracts for such PC. The maintenance program will not cover any devices that are added to any such PC after the contract date unless such device has been approved by CDK and specifically added on a written schedule or addendum to Client's MSA.

(2) How to request service. For PC maintenance/support, call the toll free number of Client's support center from 8:00AM – 5:00PM local time - Monday through Friday.

(3) Prepare for the Call. Client will help the Support Technician serve Client better if Client has the following information and materials ready when Client calls: Client's PC serial numbers; Service Tag number; model numbers; the current licensed version of the operating system Client is using; current licensed applications Client is using, and the brand names of any peripheral devices (such as modems, scanners, printers) that Client is using.

(4) Explain Client's problem to the Support Technician. Now Client is ready to describe the problem Client is having with Client's PC. Let the Support Technician know what errors Client is getting and when it occurs; what Client is doing when it occurred; and what steps Client has already taken to solve the problem.

(5) Cooperate with the Support Technician to solve Client's Problem. Experience shows that most PC problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listening carefully and following the technician's suggestions will help expedite Client's problem resolution.

(6) Maintenance Program inclusions- CDK Responsibility. Repair or reload verifiable licensed PC Operating System using client-provided diskettes or discs, and repair or reload Internet Explorer using client-provided diskettes or discs. CDK will not assist Client with loading or re-loading any other non-CDK software applications.

(7) Client Responsibility. Maintain, store and make available all licensed copies of PC operating system, Internet Explorer, WRQ Reflection, manufacturer software and other software.

Load or re-load all software applications not expressly included as part of CDK's support responsibility.

Maintain, backup and reload of any and all files/data associated with software applications.

PLEASE NOTE: A FIELD ENGINEER CANNOT BE DISPATCHED TO PERFORM ONSITE REPAIRS UNTIL CLIENT HAS COMPLIED WITH THE ABOVE PROCEDURES.

(8) Onsite PC Maintenance Service. Once Client has followed the procedures described above, a Field Engineer will, in most cases, be dispatched to arrive at Client's location for on-site service on the next business day, 8:00AM-5:00PM, Monday through Friday, excluding regularly observed holidays. If the Field Engineer is dispatched for onsite service after 5:00PM local time, the Field Engineer may take an additional business day to arrive at Client's location. CDK will use reasonable efforts to cause a Field Engineer to be dispatched by such times but cannot guarantee that such time frames will be met.

(9) Whole Unit Replacement. If the Field Engineer determines that the defective unit is one that is easily disconnected and reconnected, such as a keyboard, mouse or monitor, or if the Field Engineer determines that the PC should be replaced as a whole unit, CDK reserves the right to send a whole unit rather than fixing or replacing the failed part. Any such replacement unit will contain substantially equivalent functionality as the unit it is replacing (as determined by CDK), but may not be of the same make or model, may have different specifications, and may be refurbished.

(10) Failed Parts. All failed parts replaced in the repair of the PC must be relinquished to CDK upon request. If Client does not relinquish the defective part to CDK within ten (10) days, Client agrees to pay CDK for the replacement unit upon receipt of the charge on Client's invoice.

(11) Loaner PC. In the event that a PC cannot be repaired, a loaner PC may be provided and configured to allow the user the ability to perform some basic job functionality. The PC will be configured at CDK's discretion, with Microsoft Windows and Internet Explorer.

(12) Files/Data Loss. CDK is not responsible for file/data loss due to PC hardware or application failure.

Service Coverage and Exclusions:

(13) Covered PC Components: The following PC components are currently covered by the PC Complete Care Services program. Replacement parts will contain substantially equivalent functionality as the parts they are replacing (as determined by CDK), but may not be of the same make or model, may contain different specifications, and may be refurbished.

- Hard drive
- CD-ROM drive
- CD-RW drive
- CD-RW / DVD combination drives.
- DVD drive
- 3.5 inch floppy drive
- Network interface card (NIC)
- Basic keyboard (PS2 and USB)
- Basic mouse (PS2 and USB)
- Basic speakers
- Monitor LCD and CRT (up to 22 Inch)
- Sound cards
- Video cards
- Disk controllers
- Mother board
- Memory modules
- Power supplies
- Internal

(14) Non Covered PC Components:

The only PC components currently covered by the PC Complete Care Services program as those listed in “Covered PC Components” above. No other PC components are covered by such plan, including without limitation, the following components:

Non Covered External PC Components:

- Printers
- Scanners
- Cameras
- Specialty keyboards (ergonomic, internet, etc)
- Specialty mice (internet, trackball, etc)
- Monitors larger than 22 inches.
- Microphones
- Specialty speakers (powered subwoofer, upscale)
- PDA's (Palm, HP, Smart Phones, etc.)
- Joysticks or game controllers
- Card readers or other “point of sale” devices.

Non Covered Internal PC Components:

- TV tuner cards
- 1394 interface cards (Fire Wire)
- Backup devices (Zip drives, Ditto drives, tape backup, removable media, etc.)
- Specialty video or sound cards (accelerator and high memory cards)
- Other specialty cards or components

NETWORKING SOLUTIONS

46. **Virtual Phone Manager Services.** The following terms and conditions apply to Virtual Phone Manager Services:

A. Terms of Service: Phone Manager enables Client to perform various functions setting up various pre-recorded audio voice messages and menu options that will allow callers to listen and respond to various voice prompts. Client represents it has fully examined Phone Manager, its capabilities, functions and methods and agrees to acquire Phone Manager "AS IS." CDK shall provide Client with sufficient training to enable its representative to understand and utilize Phone Manager. Client is solely responsible for obtaining all equipment and approvals necessary for connection to the World Wide Web/Internet and all charges associated with such connection to the World Wide Web/Internet and phone charges. Client further acknowledges that the use of the Phone Manager and its automated calling features is highly regulated by federal and state laws (the "Regulations") which may provide significant penalties for non-compliance. Client represents to CDK that it is aware of and has been advised by its counsel of the Regulations with respect to its use of Phone Manager and that Client is not relying upon any representations by CDK in this regard. Client further warrants that it has adequately advised and trained its staff and created and implemented policies designed to assure compliance with the Regulations. At any time and without prior notice, CDK shall be permitted access to Client's database as entered into the Phone Manager to monitor same for compliance with this section and any Regulations.

B. Client Registration: Client will provide all relevant registration data to CDK upon signing up for Phone Manager, and at subsequent times as requested by CDK. Client shall update the registration data as applicable. Upon completion of all registration information Client will establish a Username and Password. Client is solely responsible for maintaining the confidentiality of Client's Username, Password, and Personal Identification Number (PIN). Client shall not give account information to third parties and shall at all times be responsible and liable for any transactions or activities that occur on Client's account. Further, Client shall immediately notify CDK if any unauthorized use of Client's account has occurred or of any other breach of security. Client acknowledges that BZ's Privacy Policy has more details.

C. Modifications: CDK may modify the format of Phone Manager at any time so long as the essential features are not diminished or the level Phone Manager is not reduced both as determined in the sole discretion of CDK. CDK shall not be liable to the Client or any third party for any reason in connection to modifications of Phone Manager.

D. Rules and Regulations: Client will abide with all Regulations, as well as abide by all rules, procedures and policies of CDK. Client will not interfere with or disrupt networks connected to Phone Manager or violate the policies or procedures of such networks. Client will not attempt to gain unauthorized access to other accounts, computer systems or networks connected through password mining or any other means. Client shall be fully and solely liable for any prerecorded audio, voice transmissions sent through Phone Manager. CDK has no control over the content of any transmission or the destination such transmission will be sent nor will it be liable for such content. Client will not use Phone Manager in connection with the delivery or transmission of unsolicited messages commercial or otherwise. Client shall not use Phone Manager to create or distribute any sounds, messages or other materials, which are unlawful, obscene, abusing, threatening, harmful, vulgar, harassing, racist, malicious, fraudulent or libelous, or objectionable material of any kind or nature. Client shall not use Phone Manager or any activity that may be considered or are unethical, immoral, or illegal. This includes transmitting any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity. Client is aware or knows and understands the anti-solicitation provisions of the Federal Telephone Consumer Protection Act of 1991, and any amendments thereto, at 47 U.S.C. § 227, the Federal Communications Commission's implementing regulations, at 47 CFR § 64.1200 et seq., and any other similar laws. Client agrees not to violate these, or any other applicable anti-solicitation laws, and represents and warrants that its use of Phone Manager will not cause CDK to violate these or other similar laws. Client is aware, knows and understands, and will comply with the Federal Trade Commission and the Federal Communications Commission National Do Not Call Registry Regulations and individual State Do Not Call Lists Regulations along with any other similar laws that may be applicable to Client's use of Virtual Phone Manager. Please refer to the appropriate State Attorney General's office or other applicable government agencies for telemarketing Regulations pertaining to Client's intended application and use of Phone Manager. Client understands, and warrants that it will comply with, the rules relating to the National Do Not Call Registry promulgated by the FTC under the Telemarketing Sales Rule and by the FCC under the Telephone Consumer Protection Act, specifically including those rules that require annual fees paid by Client to the FCC for access to

the National DNC Registry, and the guidelines that require the scrubbing of the Client's data against only the Client's version of the National DNC list. Details regarding certain applicable Regulations can be accessed on the Federal Communications Commission Web site at <http://www.fcc.gov> and the Federal Trade Commission Web site at <http://www.ftc.gov>. Client agrees and warrants that all data provided to CDK from Client will consist solely of names of individuals with whom Client has an established business relationship or are its current customers ("CUSTOMERS") as set forth in either the particular state do-not-call law definition for the state where the CUSTOMER resides or the federal definition, whichever is more restrictive. Client accepts the responsibility and related liability for maintaining an accurate data base including but not limited to accurate dates of sales, Phone Manager and inquiry by CUSTOMERS. Client agrees that it is the sole responsibility of the Client to abide by any Regulations and will not hold CDK responsible for damages to the Client or any third party incurred due to Client's failure to abide by such Regulations.

E. Miscellaneous: Without limiting the generality of the MSA terms regarding Client responsibilities for backing up data files, Client shall be solely responsible to maintain a back-up copy of all Client information used in connection with Phone Manager; Client shall be responsible for all telephone system charges and fees for calls and any other expenses associated with use of Phone Manager and agrees to reimburse CDK for all charges, fees and taxes directed to it as a result of Client's acquisition and use of Phone Manager; Client shall be responsible to purchase and maintain all hardware, mechanical and computer systems, telephones, wires, devices, phone jacks and the like necessary to utilize Phone Manager.

47. **IP Telephony.** The following terms and conditions apply to IP Telephony now known as CDK Voice Connect equipment purchased by Client:

A. If Client's facility is not ready for installation due to construction or for any other reason, then at CDK's option, CDK may impose a charge upon Client due to the lost billable time of the scheduled CDK resource. Client shall pay to CDK the time, travel, lodging and related expenses incurred by CDK if Client-initiated schedule changes are made less than two weeks before the mutually agreed-upon install date.

B. If, following Client's initial system acceptance, Client requests additions and/or modifications to the configuration of Client's Call Manager Server/Application, Unity Server/Application, ICD Server/Application, IVR Server/Application and other miscellaneous IP Telephony now known as CDK Voice Connect applications and hardware, then CDK shall have the right to impose additional fees associated with such modification(s) if assistance is required from CDK.

C. Client shall be solely responsible for all expenses for peripheral equipment and services required for implementation and operation of the CDK Network Phone system. Such responsibilities include, but are not limited to, the following:

- (1) Computer/telephone room renovations;
- (2) Data and telecommunication wiring and termination equipment;
- (3) Removal of existing telecommunication equipment;
- (4) Telecommunications circuits, paging equipment; and
- (5) Compliance with federal, state and local 911 regulations.

D. Client shall assign a System Administrator to manage the CDK Network Phone System. Duties of the System Administrator will include, but are not limited to, system backups, user moves (adding, changing, etc.), voice mail, auto attendant and music on-hold administration.

CDK agrees to assist Client's System Administrator to complete the task set forth above in the immediately preceding paragraph, at no charge to Client during the first forty-five (45) day period after the installation of the CDK Network Phone System, provided the tasks are within the following guidelines; (i) no additional onsite assistance is needed from CDK; (ii) no additional hardware or software is required; and (iii) the task takes a maximum of 2 hours to complete. After such forty-five (45) day period, CDK will perform System Administrator tasks on behalf of Client on a time and material basis at CDK's then current list price.

E. Client is responsible for ensuring that Client's assigned System Administrator and all end users attend and complete any CDK-provided training sessions as scheduled and agreed to between the Client and CDK Project Manager. The training sessions will be made available in both Internet-based and Instructor-led formats. Client understands that any System Administrator and/or end users not able to attend scheduled training or Internet-based course work as agreed upon, shall be able to be trained at CDK's then-current list prices for such training.

F. Specific functionality inherent in CDK's Network Phone system requires loading and configuring certain Application Programs on Client's or CDK-supplied PC's. CDK will assist Client in installation of core Application Programs required for basic phone operation. Such Application Programs are limited to Attendant Console and IPCC Express agent/supervisor desktop software. Unless specifically set forth in the applicable Schedules and/or Addenda to the contrary, the labor required to load and configure all other software on Client's PCs are the responsibility of Client or any third party engaged by Client.

G. **Phone System Software/Subscription Services**

*Option 1: **Decline Upgrade Package Services.*** While CDK is currently maintaining Client's network phone system, Client has declined all upgrade packages. Client agrees that Client is solely responsible for any and all charges associated with the enhancement to, or upgrade of, any software and/or hardware components for its network phone system. If Client wishes to purchase any upgrades for network phone related licensed Application Programs it must do so only at market prices established by Cisco Systems. Labor to implement systems software and upgrades will be billable at CDK's then current labor rates for onsite or remote assistance. Any required hardware upgrades are not included.

*Option 2: **Purchase Cisco Upgrade Package.*** Client may purchase Cisco-branded software subscription package through CDK for the timeframe set forth on the Schedule to the MSA. This upgrade subscription only enables Client to receive major software releases from Cisco at no additional one-time license fee. Monthly license and support charges will remain as otherwise stated in the Schedules. Client acknowledges they are responsible to manage, on its own, re-subscription of software upgrade services with CDK. Labor to implement systems software and upgrades will be billable at CDK's then current labor rates for onsite or remote assistance. Any required hardware upgrades are not included.

*Option 3: **CDK's Network Phone Managed Services.*** Client will receive an inclusive managed service that contains major phone system software upgrades and patches along with break-fix support at no additional one-time license fee. Monthly license and support charges will remain as otherwise stated in the Schedules. CDK manages software subscriptions and patches throughout the term of the Schedule to the MSA for the CDK Network Phone Managed Services. Labor to implement systems software and upgrades will be billable at CDK's then current labor rates for onsite or remote assistance. Any required hardware upgrades are not included.

H. Client acknowledges that monitoring and recording telephone calls is subject to state and federal laws in the U.S. and provincial and federal laws in Canada. Client acknowledges that CDK strongly recommends that Client consult with its legal advisors to determine if its use of the call monitoring and call recording features of the CDK Network Phone System is permitted in the locations where Client operates. Without limiting the generality of the MSA regarding compliance with laws, (x) Client represents and warrants that its use of the CDK Network Phone System shall comply with all federal, state, provincial and local laws and regulations governing the monitoring or recording of phone calls including, without limitation, all such laws or regulations requiring notice to consumers of call monitoring or recording and (y) Client shall indemnify CDK for all damages, costs, liabilities and expenses (including reasonable attorneys' fees) incurred by CDK and arising from the breach by Client of the foregoing representation.

Client acknowledges that CDK recommends that if Client wishes to inform its Clients of call recording that an auto-attendant feature like Cisco Systems' "Unity" voicemail product be used to inform inbound callers that their calls may be recorded. If Client wishes to use this feature, Client

is responsible to ensure that such auto-attendant feature is enabled and that such auto-attendant feature works with Client's particular phone system configuration (including, without limitation, when calls are transferred from a non-recorded to a recorded extension).

I. Client acknowledges and agrees to each of the following:

(1) The use of 911 services with CDK's Network Phone system is dependent upon the proper provision of certain services and capabilities by its voice telephony now known as CDK Voice Connect service provider (its "Telco Provider"), including, without limitation, the proper routing of all 911 calls by its Telco Provider with a usable ANI to the proper Public Safety Answering Point (PSAP). CDK makes no representation or warranty whatsoever that a 911 call, once placed, will be so routed to the proper PSAP with a usable ANI, or that any particular Telco Provider is capable of supporting 911 services and/or allowing for 911 to function properly if a CDK Network Phone system is moved to a location other than where it was first installed by CDK.

(2) CDK strongly recommends that Client confirm with its Telco Provider whether 911 services will function properly if the Client were to move the CDK Network Phone system to a location other than where the Network Phone system was first installed by CDK; including whether a mechanism is available for the Client to timely update its location and call-back information in the event of such movement, and whether emergency services will be able to properly identify, locate, call-back and dispatch to the Client at the updated location.

(3) The 911 service will not function if Client's Network Phone fails or if the Telco Provider's VOIP telephone service is not functioning for any reason including, but not limited to: loss of electrical power or other power outage, broadband service outage, or suspension or disconnection of your VOIP telephone service by Client's Telco Provider. Client further acknowledges that if there is a loss of power, Client may be required to reset or reconfigure the Network Phone system prior to being able to use it, including for 911 purposes.

(4) The PSAP service dispatcher receiving any 911 calls from Client may not be able to capture or retain automatic number or location information, or the PSAP service dispatcher may receive erroneous number or location information. This means that the PSAP dispatcher may not know your number or location. Therefore, when making a 911 call you must immediately tell the PSAP dispatcher your phone number and location (or the location of the emergency, if different). If you disconnect the line for any reason the dispatcher may not be able to call you back. If you are not able to speak to the dispatcher and describe your location, the dispatcher and emergency services vehicle may not be able to locate you.

(5) 911 service may not function correctly if Client moves the Network Phone system to a location other than the one where CDK installed the Network Phone system. If Client moves the Network Phone system, Client must first contact the Telco Provider to ensure that a mechanism is available to update the Client's location information and that the 911 service is capable of properly functioning based on the new location information. Client must then take all steps that may be necessary or required to make sure that future 911 calls are routed properly with a usable ANI, including without limitation updating the Client's location and call-back information with the Telco Provider. Even where such steps are undertaken, CDK does not guarantee that 911 service will function correctly if the Client moves the Network Phone system.

(6) CDK shall not be liable for any VOIP service outage and/or any inability of Client to dial 911 using VOIP service or to access emergency service personnel because of the 911 dialing characteristics described above. Client shall indemnify and hold CDK harmless from any and all claims, costs, losses, damages, fines and expenses that may be incurred by Client or any third party or user of the Network Phone system relating to the failure, outage, capabilities or limitations of the Network Phone system, including those related to 911 dialing.

(7) CDK STRONGLY RECOMMENDS THAT CLIENT ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES.

48. **SMDR Interface.** The following terms and conditions apply to any SMDR Interface provided to (and utilized by) Client:

- A. Client is responsible for working with CDK as part of the pre-installation discovery and planning process of the SMDR Interface;
- B. Client is responsible to purchase any hardware and/or software components or updates required for Client's telephone system to provide the feed for the SMDR Interface. This includes, but is not limited to, providing any special cabling required to interface with the CDK provided SMDR device to Client's telephone system;
- C. Client is responsible for configuring Client's telephone system so that it provides the required SMDR Interface output and Client is responsible for configuring/maintaining any other devices that might already be fed by the SMDR Interface output;
- D. Client is responsible for making any extension assignment or other user association changes to Client's telephone system to enable SMDR Interface functionality (unique user to extension mapping is required for the SMDR Interface to be effective);
- E. Client is responsible for having a technical expert on Client's telephone system available for the installation of the SMDR Interface; and
- F. Client is responsible for ongoing maintenance of Client's telephone system as it pertains to providing the proper environment for the SMDR Interface to function.
- G. CDK is not responsible for Client's phone system and related components including, but not limited to:
 - (i) Additional Hardware, Components, Software or cabling that is needed for the connection of the SMDR Interface to Client's telephone system;
 - (ii) Configuration, modification, or support related to, connected to or part of Client's telephone system; and
 - (iii) Maintenance, diagnosis and/or repair of any part of Client's telephone system.
- H. CDK shall be responsible for configuration and support of the supplied SMDR interface only to the extent expressly set forth in the applicable Schedules.
- I. Client shall provide a technical expert on Client's telephone system to assist in the pre-installation discovery and installation of the SMDR Interface.

49. **EObserver NMS.** The following terms and conditions apply to EObserver NMS:

- A. **Term.** Notwithstanding anything to the contrary in the applicable Schedule(s), the initial term of the Enterprise Observer Network Management Services (E-Observer NMS) shall be a minimum of thirty-six (36) months.
- B. **Telecommunications.** Client acknowledges that part of the software, support and other services provided by CDK allows Client's CDK DMS to be connected to the Internet. Although CDK will use reasonable efforts to protect Client's computing assets from internal and external attacks (which efforts shall include providing Client with an account and password(s)), CDK cannot guarantee that such attacks will not occur; therefore, Client acknowledges and agrees that such connection is provided by CDK at Client's direction and at Client's sole risk. Client acknowledges that CDK requests and recommends that Client does not provide such passwords and/or access to any third party. Without limiting the general limitations on liability set forth in the MSA, CDK shall have no liability whatsoever for any damages incurred by Client as a result of the connection of its CDK DMS to the Internet (including without limitation, any damages caused by any infiltration of

Client's CDK DMS by any third party through Client's Internet connection). Client acknowledges that it is solely responsible for all telecommunications and Internet service provider charges incurred by it from third party providers, including, without limitation, any increase in such charges caused by the provisioning of equipment by CDK to connect Client's facilities to alternate dealer locations or to the Internet.

C. **VPN.** CDK is authorized to enable Virtual Private Network (VPN) connectivity between CDK and Client's dealership location(s).

D. **T1 Circuit.** CDK is authorized to use Client's Internet T1 circuit to poll network devices and that Client is liable for any additional transport expenses to operate the E-Observer NMS.

E. **Client Agency.** For the "Proactive" or "Premium Proactive" versions of the EObserver NMS Service only, Client authorizes CDK's Enterprise Observer group to act as Client's agent in conjunction with network management activities of accessing Client's transport services for the purpose of: (a) extracting information concerning transmission data elements carried over Client's frame relay connection; (b) identifying Client's links or data link connection identifiers; (c) identifying Client's devices, WAN and frame relay; (d) retrieving, storing and archiving Client's data elements for the purpose of generating reports that provide Client with information regarding the network's utilization, errors, base line comparisons, and exceptions (elements which may exceed network threshold); and (e) coordinating the repair of faults detected on frame relay, ATM, or Private Line Services.

F. With respect to E-Observer NMS and all Software provided for use on a personal computer, each copy of such Software may only be used on one personal computer at any given time. If Client wishes to use any such Software on more than one personal computer, then Client is required to license the appropriate number of additional copies of such Software.

50. **Get Wired Internet Manager.** The following terms and conditions apply to Get Wired Internet Manager:

A. CDK's Internet Manager product is unable to block all unauthorized Internet sites, due to the complexity, constant additions and modifications of such websites and, as such, without limiting the generality of the limitations on liability set forth in the MSA, CDK shall have no liability if the Internet Manager product does not block all unauthorized websites.

B. CDK's support of the Internet Manager, Microsoft products or any other third party product is limited to help-desk and problem resolution of the release level purchased by the Client. If Client wishes to upgrade to the feature enhancing product releases Client hereby acknowledges that CDK may charge for the labor to assist with this upgrade.

51. **Hosted Remote Access for Off-Site Employees.** The following term and condition apply to remote access for off-site employees of Client:

Any remote access provided by CDK will allow Client's off-site employees to be connected to the CDK DMS utilized by Client. Without limiting the general limitations on liability set forth in the MSA in any way, CDK shall have no liability whatsoever for any damages incurred or problems experienced by Client as a result of any such remote access connection of such CDK DMS to any off-site employees.

52. **Internet Connections.** The following terms and conditions apply to any Internet connections enabled by Client:

A. Part of the Software, support and other Services provided by CDK allows Client's CDK DMS to be connected to the Internet. CDK will use commercially reasonable efforts to protect Client's computing assets from internal and external attacks, however Client acknowledges and agrees that such connection is provided by CDK at Client's direction and at Client's sole risk. Without limiting the generality of the limitations on liability set forth in the MSA in any way, CDK shall have no liability whatsoever for any damages incurred by Client as a result of the connection of its CDK DMS to

the Internet, including without limitation, any damages caused by any infiltration of the CDK DMS utilized by Client by any third party through Client's Internet connection.

B. Client is solely responsible for all telecommunications and Internet service provider charges incurred by it from third party providers, including, without limitation, any increase in such charges caused by the provisioning of equipment by CDK to connect Client's facilities to alternate dealer locations or to the Internet.

C. If Client requests modifications to the structure of Client's Get Wired set up including changing existing serial ports to network ports, then Client may be responsible to pay additional fees associated with such modification(s).

D. If Client requests access to the Unified Threat Management product ("UTM"), then (i) such Client access may mis-configure the product or change setting(s) that impacts Client's ability to do business; (ii) it is at Client's sole risk and CDK shall have no liability whatsoever for any damages incurred by Client as a result of Client's access to UTM and (iii) Client will be responsible to pay additional fees for putting UTM back to its original configuration.

E. CDK is authorized to enable Virtual Private Network (VPN) connectivity between CDK and Client's dealership location(s).

F. If Client purchases/licenses CDK's DealerMailSM Electronic Messaging (email) services, the following additional terms apply:

(1) Client may not transmit any messages that (i) infringe on any third party's intellectual property or proprietary rights, or rights of publicity or privacy; (ii) violate any law, statute, ordinance or regulation; (iii) are defamatory, trade libelous, threatening, abusive, or obscene; (iv) contain viruses or other similar harmful or deleterious programming routines; (v) contain links to any sites that include any of that kind of content or (vi) CDK (or its third party email services provider), in its reasonable judgment, determines to be "spam" (e-mail that can be interpreted as junk e-mail or bulk e-mail that the recipient has not requested from Client)

(2) CDK and its third party e-mail services provider will not intentionally monitor or disclose any of Client's email messages or data unless either of us believes in good faith that it is required to do so (i) to enforce the Agreement, (ii) by law, (iii) to defend either of us in any action, or (iv) to protect our property.

(3) Client may not allow any third party to use its email services and to notify CDK if anyone third party gains access to Client's email services. If the email services are cancelled for any reason all contents of Client's email boxes will be deleted.

(4) CDK, its third party e-mail services provider (or any of their respective suppliers or advertisers) may provide Client with content such as text, software, music, sound, photographs, graphics, video or other material contained in sponsor advertisements or information. This material may be protected by copyrights, trademarks, or other intellectual property rights and laws. Client may use this material only as expressly authorized by CDK or its suppliers or advertisers and Client may not copy, transmit or create derivative works of such material without express authorization.

(5) Client shall defend, indemnify and hold CDK, our parents, subsidiaries, affiliates (including CDK's third party email services provider), officers and employees, harmless from any claim, demand or damage, including reasonable attorneys' fees, caused by or arising out of claims made against us based upon Client's use of its mailbox.

(6) CLIENT EXPRESSLY AGREES THAT ITS USE OF THE E-MAIL SERVICES IS AT ITS SOLE RISK. THE E-MAIL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CDK OR ITS THIRD PARTY EMAIL SERVICES PROVIDER MAY CHANGE THE FEATURES OR FUNCTIONALITY OF THE E-MAIL SERVICES AT ANY TIME, IN THEIR SOLE DISCRETION. CDK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE E-MAIL SERVICES,

WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CDK MAKES NO WARRANTY THE E-MAIL SERVICES WILL MEET CLIENT'S REQUIREMENTS, OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CDK MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE E-MAIL SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

CLIENT UNDERSTANDS AND AGREES ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE E-MAIL SERVICE IS DONE AT CLIENT'S OWN DISCRETION AND RISK AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

CDK MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE E-MAIL SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE E-MAIL SERVICE.

53. **Internet Security 3rd Party.** The following terms and conditions apply to services provided by CDK, at Client's request, to allow Client to use any third party provided services and products:

A. Client acknowledges that they have asked CDK to provide connection(s) to allow Client to integrate certain Internet based applications into the Client's computing environment. In connection therewith, Client consents to the transfer of data from the Client's Dealer Management System to its manufacturer franchisor(s) and vice versa-- with respect to the application(s) and manufacturer(s) described in the applicable Schedules.

B. Such applications require inbound or outbound Internet data traffic that may subject the dealer to security risks that are out of CDK's control. Without limiting the general limitation on liability provisions of the MSA in any way, CDK shall have no liability whatsoever for any damages incurred by Client as a result of any infiltration of Client's CDK DMS by any entity through the Internet connections provided by CDK hereunder, whether caused by such Internet based applications or otherwise.

C. Client acknowledges that it is solely responsible for all telecommunications and Internet service provider charges incurred by it from third party providers, including, without limitation, any increase in such charges caused by the provisioning of equipment by CDK to connect Client's facilities to alternate dealer locations or to the Internet.

D. Client acknowledges that CDK's support of such Internet connectivity will be limited to the following: maintain connectivity access to CDK's Open API and i-Server applications, diagnose connectivity between the CDK DMS to the OEM manufacturer via the i-Server or Open API server(s), and escalation of support issues (as needed) to the appropriate CDK and/or OEM manufacturer support organizations. CDK's support for the application(s) utilizing this Internet connectivity are not included, as they are separately contracted as part of the monthly support fees for those application(s).

E. CDK and Client agree that CDK will provide Client with a maximum of four (4) hours of consulting, as set forth on the applicable Schedule, to assist Client with the integration of the CDK DMS and associated network resources to the Internet to allow communication with Client's selected third party. Client acknowledges and agrees that any additional time spent beyond the initial four (4) hours will be billable to Client at CDK's then current rates. Client further acknowledges that the consulting hours do not include the provision by CDK of any additional hardware and/or software.

54. **Customer Internet Center.** The following terms and conditions apply to the provision by CDK to Client of any Equipment, Software and/or Services that allows Client to offer internet access to its customers via a wireless access point:

A. Client acknowledges that it has contracted with CDK for Equipment, Software and/or Services that could, among other uses, be used by Client to allow members of the general public ("Customer Internet Center Users") to access the public Internet on Client's premises and/or through the Client's network infrastructure using wireless fidelity technology (a "Customer Internet Center"). **CLIENT REPRESENTS AND WARRANTS THAT THE TERMS OF ITS INTERNET SERVICE PROVIDER AGREEMENT ALLOW IT TO PROVIDE USERS ACCESS TO SUCH SERVICE PROVIDER'S INTERNET CONNECTION FOR PURPOSES OF PROVIDING THE CUSTOMER INTERNET CENTER.**

B. CDK makes no representation or warranty whatsoever, express or implied, that such Equipment, Software or Services, if used by Client to provide a Customer Internet Center, will not infringe upon the patent, trademark, copyright or other intellectual property rights of any third party. Client accepts all risk that such Equipment, Software or Services may so infringe a third party's intellectual property rights and CDK shall have no obligation to indemnify Client against any such risk.

C. CDK shall have no responsibility or liability whatsoever if any Customer Internet Center User, or any other third party, uses such service to view, access, copy or modify any file, data or information that may be located on Client's CDK computer system or any other computer system owned or used by Client.

D. CLIENT ACKNOWLEDGES THAT BY PROVIDING A CUSTOMER INTERNET CENTER TO ITS USERS, CLIENT MAY BE CONSIDERED AN INTERNET SERVICE PROVIDER (ISP) BY LEGAL OR REGULATORY AGENCIES, AND THAT ISPS ARE SUBJECT TO CERTAIN RESPONSIBILITIES AND RESTRICTIONS AS DEFINED BY LOCAL, STATE AND FEDERAL LAW, RULES AND REGULATIONS. CLIENT, AND NOT CDK, SHALL BE RESPONSIBLE FOR CLIENT'S CONFORMANCE WITH THESE LAWS, RULES AND REGULATIONS OR ANY OTHER LAWS, RULES OR REGULATIONS GOVERNING ITS PROVISION OF A CUSTOMER INTERNET CENTER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIENT (A) ACKNOWLEDGES AND AGREES IT MAY BE CONSIDERED AN ISP UNDER THE PROVISIONS OF THE DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) AND (B) IN ORDER TO AVAIL ITSELF OF THE "SAFE HARBOR" PROVISIONS OF THE DMCA IT MUST, AMONG OTHER THINGS, FILE AN AGENT DESIGNATION FORM WITH THE U.S. COPYRIGHT OFFICE. CDK SHALL HAVE NO OBLIGATION TO FILE SUCH FORM FOR CLIENT OR TAKE ANY OTHER ACTIONS FOR CLIENT WITH RESPECT TO THE DMCA. CDK WILL, HOWEVER, PROVIDE CLIENT WITH A SAMPLE FORM UPON CLIENT'S REQUEST.

E. Client may be held responsible for the illegal actions of its Users (or any "intruders" into its Customer Internet Center) or if Users (or intruders) under the age of 18 use its Customer Internet Center. CDK shall not be not responsible for any User's (or intruder's) actions.

F. If Client uses the Equipment, Software and Services for a Customer Internet Center CDK's services may include a User gateway service that tracks User use of Client's Customer Internet Center and that displays to Users, among other things, the Client's Terms of Service (TOS) agreement that includes an Acceptable Use Policy and a Privacy Policy (AUP). CDK recommends that Client develop a TOS/AUP and require all Users to agree to the TOS/AUP prior to allowing User access to the Internet using Client's Customer Internet Center. Client acknowledges and agrees that while CDK may, as part of its services, install Client's TOS/AUP (and may provide Client with a sample TOS/AUP), that Client alone is responsible for the content of its TOS/AUP and its presentation to Users. Client further acknowledges that CDK is not responsible for any errors, omissions, inadequacies or absence in the Client's TOS/AUP. CDK shall have no responsibility or liability whatsoever with respect to (i) Client's use and administration of its User gateway or its Customer Internet Center or (ii) any User's use of the Customer Internet Center whether or not such use conforms to Client's TOS/AUP.

Without limiting the generality of the foregoing, Client shall not (i) use the Customer Internet Center for any unlawful purpose and (ii) allow Users or any other party to use its Customer Internet Center for any unlawful purpose, including but not limited to, in each case, uploading,

posting, or transmitting any harassing, obscene or otherwise objectionable material, transmitting material to which the sender does not have lawful right to transmit (such as inside information or confidential or proprietary information), transmitting material that infringes any proprietary right of any party, transmitting material containing software viruses or which constitutes spam, forging headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Customer Internet Center, intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any regulations having the force of law, or intentionally or unintentionally exposing CDK to civil or criminal liability.

G. Client shall hold CDK harmless and indemnify CDK for any and all costs, damages and expenses that CDK may incur as a result of (a) any unlawful use of the Customer Internet Center by Client, (b) any and all intrusions a User or other third party may make thorough the Customer Internet Center into Client's CDK computer system or any other computer system owned by Client, (c) Client being found to be an ISP or in violation of any law or statute applicable to an ISP, or (d) Client breach of its Internet service provider agreement, or (e) any actions or inactions of its Users (or intruder's) or if any User (or intruder) is under the age of 18.

55. **Wireless LAN Integration with CDK's DMS.** The following terms and conditions apply to any CDK provided wireless local area network ("LAN") or any non-CDK provided wired or wireless LAN utilized by Client:

A. Client acknowledges that it has asked CDK to provide it with (A) a wireless LAN and/or (B) services and connection(s) to allow Client to integrate its non-CDK provided wired or wireless LAN into the Client's CDK DMS.

B. The provision of such services/equipment by CDK may subject the dealer to security risks that are out of CDK's control. Without limiting the general limitations on liability set forth in the MSA in any way, CDK shall have no liability whatsoever for any damages incurred by Client as a result of CDK's provision of such equipment and/or services, including, without limitation, any damages caused by a third party's infiltration into Client's CDK DMS or other computer systems through either the wireless LAN and/or the connections described above.

56. **Wireless Network.** The following terms and conditions apply to any wireless network provided by CDK to Client:

A. **Site Surveys.** Client acknowledges that "Wireless" or Radio Frequency Technology implementations are subject to a number of site-specific variables. These include, but are not limited to, building size and construction; other nearby radio frequency sources; obstructions to the line-of sight between Client devices and associated antennas and cable lengths between antennas and access points. In order to provide a network design and quotation for implementation of a Wireless network, CDK will do a Site Survey, at applicable billable rates, of the location(s) at which the network is to be installed. Client will be furnished a copy of this site survey along with the quotation based on the survey. The network design and quotation is based on the site layout and configuration at time of survey. Any physical change or addition of walls, equipment, or product storage, could affect specific cell coverage. Should changes be made to the facility and coverage problems appear an additional site survey or site analysis may be needed for correction at Client's expense. CDK will implement the contracted Wireless network design based on the site survey and quotation to industry standard specifications for device coverage, security, and operability. This implementation may result in small areas where Client devices cannot communicate with the Wireless network. At the Client's written direction, CDK will provide and install additional network devices necessary to provide coverage to these areas. Client acknowledges that any such additional devices will constitute a change to the order and be billed at CDK's current rates for equipment and installation. At CDK's sole discretion, CDK may agree to provide a network design and quotation based on a customer-provided site survey or no site survey. CDK assumes no liability for the technical efficacy of any implementation based on a customer-provided site survey or no site survey. At Client's written direction, CDK will provide and install additional network devices necessary to correct any resulting inadequacies. Client

acknowledges that any such additional devices will constitute a change to the order and be billed at CDK's current rates for equipment and installation.

B. Client responsibilities: CDK will provide project management and coordination for Wireless network product installation activities and engineering and configuration of the network equipment. Client shall be responsible for furnishing all power outlets, Cat 5 cabling, roof and/or building penetrations, lift rentals and/or ladders, the physical installation of any equipment mounted higher than 8 feet off the ground and any licenses and/or permits required for the site survey and network installation. Such products and services may require installation activity that may subject the dealer to risks that are out of CDK's control. Without limiting the general limitations on liability set forth in the MSA in any way, CDK shall have no liability whatsoever for any damages incurred by Client as a result of the activities of third party providers of these products and services. Client acknowledges that it is solely responsible for all installation charges incurred by it from third party providers, including, without limitation, any increase in such charges caused by the positioning of equipment by CDK.

C. Client acknowledges that the technology used for CDK Wireless implementations is based on IEEE 802.11a and/or IEEE 802.11g specifications. As such, the frequencies used with this technology are unregulated by the Federal Communications Commission (FCC). Client further acknowledges that CDK cannot resolve interference caused by other sources of Radio Frequency that may be emanating from nearby sources or businesses. CDK will use commercially reasonable efforts to identify sources of interference and make recommendations to Client for possible resolution.

D. Access Points: Client agrees and acknowledges that the number of access points listed on the Schedule to the MSA is based on a predictive wireless survey. Once CDK performs an onsite survey, if CDK determines the Client will need additional access points, Client agrees to purchase such points at Client's expense.

E. "Read-Write" access to Meraki web portal. CDK hereby agrees to provide Client with full read-write access to the Meraki web portal (the "Account"). Client agrees that it shall only use the Account to provide access to the Client's own data, to be used for Client's and Client's OEM's benefit.

Client acknowledges and agrees that CDK is not responsible for the accuracy of such data.

Client acknowledges that by accepting read-write access, Client may purposefully or inadvertently re-configure the network to:

- Enable customer access to their business network and devices.
- Enable customer access to their CDK business system and data.
- Disable all or part of their network.
- Disable security on their network.
- Cause damage to Client or CDK systems and/or data.

Any maintenance or service required by CDK as a result of Client's use of this Account, including without limitation, any additional CDK assistance, will be charged on a time and materials basis at the then-current CDK rates. Required service will be on a commercially reasonable efforts basis.

Client acknowledges that in-depth technical training is required to understand and make appropriate changes to the network configuration using the Meraki portal without potentially interrupting network service and/or causing damage to networked devices, systems, and data. Client is responsible for acquiring such training prior to making any configuration changes on the Meraki portal.

CDK is not liable for any effects or damages such changes may have on any of Client's or CDK network devices, security settings, programs, reports or program data dependencies.

57. **Dash Front Office (Canada)**. The following terms and conditions apply to Dash Front Office for Canada:

- A. CDK agrees to provide Client with an on-site trainer by a CDK utilization & training specialist (“UTS”) formerly known as an account executive for four (4) consecutive days. The UTS will be on-site from noon Monday until noon Friday.
- B. CDK will make available to Client internet training sessions and **Client** agrees to follow such training sessions and ensure that all Front Office Suite users (maximum of 5) will attend and complete the internet training sessions prior to the arrival of the CDK UTS, who will provide onsite training. Failure to attend and complete such training may result in rescheduling the final implementation of the Dash Front Office solution;
- C. Dash Front Office is designed to run with a maximum of 5 licenses.
- D. A training schedule will be sent to Client prior to CDK UTS arrival. **Client** agrees its employees will be available to work with the CDK UTS as reflected in the training schedule. The lack of personnel availability will result in a longer and more difficult install. Additional training days will be provided, upon Client’s written request, at the then current CDK per day rate per UTS for a minimum of 2 days, all personal expenses included.
- E. CDK will provide Client with a workbook 90 to 120 days before the scheduled installation. CDK will use the information in the workbook to create Client’s database and program the F&I forms before the UTS arrives on site. The final install schedule will be communicated after the workbook has been completed and sent back to CDK. **Client** agrees that the workbook is to be completed and sent to CDK 60 to 90 days prior to the scheduled installation date. If the workbook is not received in a timely manner, the installation may be re-scheduled.
- F. CDK will assign a specialist to build the integration of CDK Dash Front Office to the accounting module, which will be done remotely and requires **Client’s** accounting personnel to complete worksheets, enter data and other such functions as requested by the CDK integration specialist. **Client** agrees to assign a qualified member of Client’s personnel to work in conjunction with the CDK Integration Specialist before the start of the onsite training. Completion of the integration to accounting will continue after the onsite install is completed.
- G. Client agrees that all new and used vehicles are to be created in CDK Dash Front Office before the UTS arrives on site for the installation. Failure to do so will result in a longer install and will require more onsite training days paid for by Client. The Internet training session will train Client’s personnel on the creation of the inventory.

58. **Call Tracking**. The following terms and conditions apply to Client’s use of Call Tracking:

- A. Call Tracking service includes the following:
 - (1) Digital call recording and review capability
 - (2) Tracking of Ad Campaigns
 - (3) Unlimited access to web reports
 - (4) Ability to email leads for answered and missed calls
- B. Call Tracking services must be contracted and are charged based on bundles of varying sizes that include a quantity of toll-free numbers and monthly included minutes. Once included minutes have been used, customer will be charged for overage minutes as outlined on the Ancillary Rates List (a copy of which is available at www.cdkglobal.com).
- C. Customers may contract for additional toll-free numbers in bundles of 10 and single local DID numbers.
- D. Client will be invoiced the applicable charges on a monthly basis.
- E. Client acknowledges that the Call Tracking service includes recording of telephone calls made to the “800” numbers provided as part of such service, and that telephone call monitoring or

recording is heavily regulated by state and federal law. Client further acknowledges that CDK has strongly recommended that **BEFORE USING THE CALL TRACKING SERVICE, CLIENT SHOULD CONSULT WITH ITS LEGAL COUNSEL TO DETERMINE THE SPECIFIC STEPS CLIENT MUST TAKE TO COMPLY WITH THESE LAWS.**

As a result of the foregoing, Client hereby agrees to notify all present and future employees whose duties could include answering telephone calls tracked by the Call Tracking solution, that their conversations may be recorded and reviewed, and to otherwise comply with all applicable laws and regulations regarding telephone recording or monitoring. Upon CDK's request, Client will either (1) present to CDK signed acknowledgements by its employees or agents that they are aware that certain conversations may be recorded or (2) provide to CDK evidence of Client's policies that such employees be notified of the fact that certain conversations may be recorded. Client acknowledges that such provision is essential to the ability of CDK and its vendors to provide the call recording functionality of the Call Tracking service. Client agrees to indemnify and hold CDK, and its directors, officers, employees and agents, and those of its vendors, harmless against any and all liabilities, claims, damages, costs and expenses (including attorney's fees) owed to or claimed by third parties arising under or resulting from the acts or omissions of CDK and Client, and any of their respective employees, agents or contractors in the performance of the recording of calls directed to Client, whether such claims arise under contract, tort, statute, or other legal theory.

59. **Managed Server Support.** The following terms and conditions apply to Managed Server Support:

Client acknowledges that a requirement of using the MS Exchange product in accordance with the license of Managed Server Support, CDK must open up ports on Client's network.

Client agrees to indemnify and hold CDK harmless from any and all claims, costs, losses, damages, fines and expenses that may be incurred by Client or any third party from the opening of such ports on Client's network.

Remote Server Monitoring, Preventative Maintenance & Administration

CDK's Managed Server Support provides real-time monitoring and remediation of Client's business servers, and unlimited remote server administration for Client's covered Windows 2008/2012, Citrix/Terminal Server, VMware and Exchange 2010/2013 servers.

CDK's Managed Server Support only includes:

- Real-time 24x7x365 monitoring of server performance statistics including: bandwidth, CPU. Memory and disk utilization.
- Critical services and processes, such as Microsoft Exchange®, Active Directory®, SQL services and backup services are monitored to ensure availability and proper operation.
- Operating system and critical application event logs are monitored for errors.
- Hardware, including drives and power supplies, are monitored for failure on servers which support hardware component level monitoring.
- Administration for Windows® 2008/2012, VMware® and Microsoft Exchange® 2010/2013.
- User/group accounts and e-mail mailbox creation and administration, include smartphone e-mail support and administration.
- File permissions management.
- Active Directory® support and administration, including Policy management, as well as DNS and DHCP support.
- Network printer and Server print queue administration and support.
- Preventative maintenance including virus pattern file updates, operating system patch/service pack/driver updates.
- License for and administration of Anti-Virus software on each covered server.
- "Break Fix" as it pertains to the Server (Includes materials for Servers purchased from CDK)

- Onsite Assist/Resolve Escalated Help Desk Issues

60. **Managed Desktop Support.** The following terms and conditions apply to Managed Desktop Support:

CDK's Managed Desktop Support only includes the following features and benefits:

- Asset management including hardware and software inventory and license compliance reporting
- Proactive Patch Management for Windows and MS applications for covered desktops
- Anti-virus licensing and monitoring for up-to-date definitions
- MalwareBytes Pro malware/spyware protection software licensing
- Regularly scheduled preventative maintenance including automated scheduled disk defragmentation, temp file deletion, and spyware scanning and removal.
- "Break Fix" as it pertains to the PC (Includes materials for PCs)
- Onsite Assist/Resolve Escalated Help Desk Issues
- Re-imaging Service (client provided images)
- Loaner PC, if defective unit cannot be repaired in a timely manner
- End-User Support:
 - Case ownership (warm hand-off to 3rd party vendors)
 - Remote implementation support (Applications, peripherals, etc.)
 - How-to support for mainstream applications (MS Office, etc.)
 - Remote assistance establishing wireless connection and/or email on mobile device
 - Mainstream application support, including MS-Office and Outlook
 - Assisted 3rd party application support in cooperation with app vendor
- PC Help Desk Support:
 - Our experts have ability, with user permission, to quickly remotely view/control remote PC for quick problem identification/resolution
 - Windows Operating System support (Operating System versions approved for CDK applications)
 - Internet Explorer support
 - Printing problem troubleshooting/assistance
 - Connectivity troubleshooting/assistance (LAN, Wireless, Server, DMS and Internet)
 - CDK Application support
 - Virus/Malware/Spyware remediation
 - Hardware issue isolation and escalation to field-service dispatch, if necessary

61. **Total Data Protection.** The following terms and conditions apply to Total Data Protection:

Service definition:

CDK's Total Data Protection service provides an enterprise-class integrated backup and business continuity solution, with an offsite backup and disaster recovery option. This service provides extensive backup features, as well as a server-level business continuity solution.

CDK's Total Data Protection only includes:

- Network-attached continuous data backup and restore
- 24x7 real-time monitoring and business-hour support/administration by CDK support
- Near real-time backups (snapshots as often as every 5 minutes)
- Instant on-premise virtualization of failed servers from latest backup image
- Restores any file, folder, email or database in just a few minutes with a couple of mouse clicks, to the original source or any alternate location

- Perform an over-the-network Bare Metal Restore (BMR) of an entire server to dissimilar hardware in as little as 30 minutes
- Seamless support for Active Directory®, Microsoft Exchange®, SharePoint® and SQL database protection without the need for 3rd party software (Windows Server 2008 and later).
- Scalable to protect from less than 1TB to 20TB of data from all servers. As your storage needs grow the service can be adapted to meet your business needs.
- Optional offsite backup and disaster recovery add-on

62. **TDP Off-Site Data**. The following terms and conditions apply to TDP Off-Site Data:

Service definition:

CDK's Offsite Backup and Disaster Recovery add-on to our Total Data Protection service adds offsite replication of the data protected by the Total Data Protection solution to redundant bicoastal data centers. This service provides offsite backup and server-level hosted disaster recovery to the base Total Data Protection solution.

CDK's Offsite Backup & DR add-on to the Total Data Protection service only includes:

- Off-site replication of the Total Data Protection solution
- Should you experience a catastrophic event at the dealership the off-site instances of protected servers are brought online in a few hours, and will be accessible in the cloud, allowing you to continue functioning
- As your business grows the off-site storage can be increased to meet the needs of your growing business

63. **CDK's MailProtect™**. The following terms and conditions apply to CDK's MailProtect™:

Service definition:

CDK Mailprotect™ utilizes a stacked classification framework that leverages multiple spam and virus/malware/phishing detection engines to accurately detect email-based network threats. MailProtect™ provides proactive spam protection, filtering over 98% of spam from your inboxes and removing the burden of spam control from your employees and system administrators. The Message Continuity feature ensures continued ability to send email and receive new email in the event of an outage of your primary mail system for any reason.

CDK's Mailprotect™ service only includes:

Virus and Spam Protection

- Multi-layered virus filtering technology
- Customizes spam and content filtering capability
- Maximum protection utilizing 4 leading anti-virus engines
- Around-the-clock threat monitoring and protection
- Virus protection updates every 5 minutes
- Intuitive Administration Portal for policy configuration and reporting

Message Continuity

- CDK will receive and store inbound email in the event your mail system is offline
- Web-based access to messages received and spooled in the queue while your system is down and ability to reply and send new email through the web mail system
- In-bound and out-bound mail continues to be filtered
- 60 rolling day storage
- All outage period e-mail is synchronized with primary system, when connectivity is restored

64. **Managed Firewall.** The following terms and conditions apply to Managed Firewall:

Services Definition:

Protecting your corporate networks from attack and providing secure, reliable Internet communications for remote employees, partners and customers is vital but time consuming, complex and costly.

CDK's Managed Firewall Solution delivers an economical solution for protecting your valuable data, and ensuring your Internet-connected servers are available, while secure. Available for Cisco ASA and Sonicwall firewalls and VPN appliances.

CDK's Managed Firewall Service only includes:

- 24x7 monitoring of the firewall or VPN appliance, as well as Internet circuit
- ISP relationship management, including opening trouble ticket with ISP for outages and follow-up through resolution of Internet circuit issues.
- Unlimited remote business hour administration of the firewall or VPN appliance
- Remote support for end users attempting to connect from PC or mobile device via VPN client to covered firewall/VPN appliance
- Creation/change and troubleshooting as needed of Network Address Translation (NAT) and Firewall rules, as well as VPN tunnels
- Service does NOT provide hardware warranty or upgrades of firmware/IOS software.

65. **Network Phone Administration.** The following terms and conditions apply to Network Phone Administration:

Service definition:

CDK Network Phone Administration provides unlimited remote support time for administration and remediation of clients' telephone systems/software, communications circuit or other related issues. Support is provided by our Telephone Technical Support staff, located in our Network Operations Center. Support includes remote administration, diagnosis/remediation, telephone or e-mail support, and Help Desk services.

CDK's Network Phone Administration service only includes:

- Service offered for Cisco and for Avaya IP Office phone systems
- Unlimited Remote Maintenance & Administration (not including upgrades)
- 24-hour monitoring of the system (Call Manager, Unity, Routers, Digital Telco lines) and escalation to Cisco, Telco, etc. as needed.
- Voicemail Server Backup Monitoring (Requires access to backup server)
- Unlimited business hour remote support including system configuration, moves/adds/changes
- PBX Administration
- Voice Mail and Auto Attendant Programming
- Vendor Management
- Escalation to Telcos as needed
- Hardware warranty is NOT INCLUDED.

66. **24X7 WAN Circuit Monitoring.** The following terms and conditions apply to 24X7 WAN Circuit Monitoring:

Service definition:

CDK 24x7 WAN circuit monitoring provides 24x7x365 monitoring of clients' WAN (pt-to-pt, MPLS, and/or Internet) communications circuits.

CDK's 24x7 WAN Circuit Monitoring service only includes:

CDK-owned and licensed monitoring software installed on client-provided Windows server or dedicated Windows PC at one client location.

- Service offered for pt-to-pt and MPLS WAN circuits as well as Internet circuits.
- 24-hour monitoring of the circuits, problem notification to client, and escalation to Telco or ISP as needed.
- Telco/ISP problem Management.

67. **Desktop Administration.** The following terms and conditions apply to Desktop Administration:

CDK's Desktop Administration Service only includes:

- Asset management including hardware and software inventory and license compliance reporting
- Proactive Patch Management for Windows and MS applications for covered desktops
- Viper Enterprise Anti-virus licensing and monitoring for up-to-date definitions
- MalwareBytes Pro malware/spyware protection software licensing
- Regularly scheduled preventative maintenance including automated scheduled disk defragmentation, temp file deletion, and spyware scanning and removal.

68. **Desktop Administration Plus.** The following terms and conditions apply to Desktop Administration Plus:

CDK's Desktop Administration Plus Service only includes:

- Asset management including hardware and software inventory and license compliance reporting
- Proactive Patch Management for Windows and MS applications for covered desktops
- Anti-virus licensing and monitoring for up-to-date definitions
- MalwareBytes Pro malware/spyware protection software licensing
- Regularly scheduled preventative maintenance including automated scheduled disk defragmentation, temp file deletion, and spyware scanning and removal.
- "Break Fix" as it pertains to the PC (Includes materials for PCs)
- Onsite Assist/Resolve Escalated Help Desk Issues
- Re-imaging Service (client provided images)
- Loaner PC, if defective unit cannot be repaired in a timely manner

69. **Network Integration Services.** The following terms and conditions apply to Network Integration Services:

1. Client has contracted for CDK to provide certain specific network services (the "Network Integration Services") in connection with the integration of Client's non-CDK provided network infrastructure to CDK supplied network, devices, applications and services as described in a Schedule to the MSA (the "Integration Services Schedule"). The fees set forth on the Integration Services Schedule only cover the Network Integration Services. Client agrees to pay CDK for any services beyond the Network Integration Services that CDK may provide (including any services CDK must provide as a result of any breach by Client of its obligations under the Agreement) in order to complete such integration at CDK's then standard time and materials billing rate.

Without limiting the generality of the foregoing, Client agrees that the Network Integration Services only include up to a maximum of four (4) hours of consulting to assist Client with the connectivity of the CDK DMS and associated network resources to the internet to allow communication with Client's selected non-CDK local equipment. Client acknowledges and agrees that any additional time spent beyond the initial 4 hours will be billable to Client at CDK's then current time and materials rate. Client further acknowledges that the consulting hours do not include the provision of any Equipment or Application Programs.

2. Client acknowledges CDK's network and PC standards and agrees to adhere to such standards at all times.

3. Client agrees to provide CDK with all information relating to its network including, but not limited to:

- a. IP scheme
- b. Network diagram
- c. Network Protocols
- d. Minimum read level access logon
- e. Application specific requirements (QoS, VoIP, etc)

4. Client agrees to have any required circuits installed, D-Mark properly extended, and live two weeks prior to its "turn-up" date.

5. Without limiting the generality of Section 65 above, Client specifically agrees that the following activities are not included in the Network Integration Services, and, when authorized by the Client, will be performed by CDK on a time and materials basis:

- a. Troubleshooting or resolution of failures or issues determined to be non CDK network related
- b. Troubleshooting or resolution of non CDK hardware failures (hubs, switches, routers, etc)
- c. Configuration of non CDK network equipment
- d. Assistance with updating Cisco devices using Client provided IOS

CDK may require that non-compatible devices and applications be physically removed from the network to ensure proper functioning of the network.

6. CDK is not responsible for any damages suffered by Client or problems created, either directly or indirectly, by any non-CDK network equipment or non-CDK software, including the inability for any and all serial and network attached devices to communicate with the CDK dealer management system and with performance-related connectivity issues through the LAN. Client agrees to pay CDK, on a time-and-materials basis, for any work CDK does to troubleshoot, correct, or work around any non-CDK networking problems. This includes both during the CDK DMS installation and after the installation. Client agrees it will be responsible to purchase any necessary equipment, in order for the serial and network attached devices to communicate with the CDK dealer management system. Client agrees that CDK shall not be responsible, now or in the future, for the installation of any such non-CDK equipment or for any modifications of Client's CDK System or installation of additional communications equipment necessary to place any such non-CDK equipment in good working order.

7. Client acknowledges and agrees that if Client installs a non-CDK connectivity modem Client is subject to the increased risk of unauthorized non-CDK access to its dealer management system and Client accepts responsibility for such risks. Without limiting the provisions of the MSA in any way, Client agrees that CDK shall have no liability whatsoever for any damages incurred by Client as a result of its installation and use of the non-CDK connectivity modem, including without limitation, any damages caused by any infiltration of Client's dealer management system by any third party.

8. Client acknowledges that it is solely responsible for all telecommunications and internet service provider charges incurred by it from third party providers, including, without limitation, any increase in such charges caused by the provisioning of equipment by CDK to connect Client's facilities to alternate dealer locations or to the Internet/World Wide Web.

OTHER

70. **Recall Monitor.** The following terms and conditions apply to Recall Monitor:

A. Client acknowledges that Client must provide CDK with up to two (2) designated email addresses that CDK will use to send Client their Recall Monitor reports. Since Client may lose control of such email addresses or the information contained in such email addresses, Client agrees to hold CDK harmless with regards to the use of such email addresses.

B. CDK agrees that Client shall have the opportunity to change their designated email addresses as needed, provided that CDK is given at least thirty (30) days prior written notice.

71. **MultiService Interface and Pinnacle Fleet Solutions Interface charges:**

Client agrees to pay CDK the fees set forth on the applicable Schedule and those fees outlined on the Ancillary Rates List (a copy of which is available at www.cdkglobal.com).

72. **Credit Check.** The following terms and conditions apply to Credit Check services:

Client agrees to pay CDK the transactional fees set forth on the applicable Schedule and those fees outlined on the Ancillary Rates List for Credit Check services and Ancillaries with Credit Check (a copy of which is available at www.cdkglobal.com).

If Client cancels the Credit and Compliance Tools Bundle of the Credit Check Bundle Promo but Client keeps the Credit Check transaction functionality, then Client's Credit Check rates will change to CDK's then prevailing rate.

A. **Services and Third Party Beneficiaries.** To the extent that CDK and Open Dealer Exchange, LLC ("ODE") obtain from Experian Information Solutions, Inc., Trans Union Corporation and/or Equifax Information Services LLC (each, a "Credit Bureau" and collectively, the "Credit Bureaus"), and CDK and ODE and furnish to Client, and/or the applicable Credit Bureau furnishes to Client, consumer credit information contained in such Credit Bureau's consumer report database (the "Information"), Client acknowledges that the Information may include credit scores ("Scores") and reason codes provided by Fair Isaac & Co. ("Fair Isaac"), and that Fair Isaac is an intended third party beneficiary of Client's undertakings related to Credit Check services that Client receives. Client will provide CDK or ODE (as applicable) and the applicable Credit Bureau with the appropriate identifying information as to itself, the consumer inquired upon, and the permissible purpose for which such inquiry is being made, all in accordance with CDK's, ODE's and/or the applicable Credit Bureau's policies in effect from time to time. To the extent that ODE provides the Information, ODE is an intended third party beneficiary of Client's undertakings related to Credit Check services that Client receives.

B. **Use of Information.** Client agrees to request and use the Information solely for Client's own internal business usage. Without limiting the generality of the foregoing, Client agrees not to resell the Information. Client agrees to comply in all respects with all federal, state and local statutes, regulations and rules applicable to its requests for, receipt and use of the Information, including, without limitation, the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (as amended, the "FCRA") and the federal Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. (as amended), and any CDK, ODE and/or Credit Bureau policies provided to Client (or about which Client is otherwise notified) from time to time. Client agrees that: (i) the Information will be held in strict confidence, will be made available only to those Client employees with a "need to know" and will not be disclosed to any third party, except as required by law; and (ii) requests for disclosure

of Information will be handled by advising consumers to contact the Credit Bureau that provided the Information. Client certifies that it will order Information constituting consumer reports, as defined by the FCRA, only in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, such consumer. Client will use each such consumer report for the foregoing purpose and for no other purpose.

C. California Law Client Certification (if applicable). Client agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act. Client will refer to **Exhibit 1-B**, which can be found at <http://portal.dealersuite.com/CreditReportTC/Docs/OnlineCreditReportTC.pdf>, in making the following certification: Client certifies that it is a “retail seller”, as defined in Section 1802.3 of the California Civil Code and issues credit to consumers who appear in person on the basis of an application for credit submitted in person. Client certifies that it has obtained a copy of **Exhibit 1-B** from the aforementioned website. References in **Exhibit 1-B** to the “Client Agreement” shall refer to this Section of the Product Guide, and references to Section 3.B of such agreement shall refer to this subsection of the Product Guide.

D. Vermont Law Client Certification (if applicable). Client agrees to comply with all applicable provisions of the Vermont Fair Credit Reporting Act (“VFCRA”) as in effect from time to time. Specifically, Client agrees to order credit reports (as defined by the VFCRA) relating to Vermont consumers only after Client as received prior written consumer consent in accordance with 9 V.S.A. § 2480e and applicable Vermont rules. Client acknowledges that it has received and reviewed such statute and rules. Section 2480e of the Vermont Fair Credit Reporting Statute (**Exhibit 1-C**), which can be found at <http://portal.dealersuite.com/CreditReportTC/Docs/OnlineCreditReportTC.pdf>. Client certifies that it has obtained a copy of Section 2480e of the Vermont Fair Credit Reporting Statute from the aforementioned website. References in **Exhibit 1-C** to the “Client Agreement” shall refer to this Section of the Product Guide.

E. Security Requirements. With respect to every means by which Client orders or accesses the Information, Client agrees to comply with the security requirements set forth in **Exhibit 1-D**, which can be found at <http://portal.dealersuite.com/CreditReportTC/Docs/OnlineCreditReportTC.pdf>. References in **Exhibit 1-D** to the “Client Agreement” shall refer to this Section of the Product Guide.

F. Acknowledgment. CLIENT ACKNOWLEDGES THAT THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN ONE YEAR OR BOTH.

G. Use of Marks. Client agrees not to use any trademarks, service marks, logos, names or any other proprietary designations of any Credit Bureau or of Fair Isaac without their prior written consent.

H. No Reverse Engineering. Client agrees not to attempt, in any manner, directly or indirectly, to discover, or reverse engineer any confidential and proprietary criteria developed or used by any Credit Bureau and/or Fair Isaac in connection with the Information.

I. OFAC Service, Red Flag Service, and Equifax SAFESCAN Additional Terms. If Client subscribes to the OFAC service form of Information, the Red Flag service form of Information, or the Equifax SAFESCAN on-line warning system (each, as described in **Exhibit 1-E**), Client agrees to comply with the additional terms set forth on **Exhibit 1-E**, which can be found at <http://portal.dealersuite.com/CreditReportTC/Docs/OnlineCreditReportTC.pdf>. Client certifies that it has obtained a copy of **Exhibit 1-E** from the aforementioned website and agrees to comply with all of the terms and conditions set forth therein as a condition to ordering and using such services. References in **Exhibit 1-E** to the “Client Agreement” shall refer to this Section of the Product Guide.

J. Fair Isaac Additional Terms. Notwithstanding any contrary provision herein, Client may disclose the Scores accompanied by the corresponding reason codes provided to Client to credit applicants when required by law.

K. No Warranty. Client acknowledges and agrees that none of CDK, ODE, any Credit Bureau or Fair Isaac warrants the accuracy or completeness of the Information provided to Client. ANY EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES CDK, ODE, THE CREDIT BUREAUS OR FAIR ISAAC MAKE WITH RESPECT TO THE INFORMATION, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY CDK, ODE, THE CREDIT BUREAUS AND/OR FAIR ISAAC (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

L. Limitation of Liability. IN NO EVENT SHALL CDK, ODE ANY CREDIT BUREAU OR FAIR ISAAC, OR ANY OF THEIR AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATED COMPANIES AND BUREAUS, BE HELD LIABLE IN ANY MANNER WHATSOEVER, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE SERVICES PROVIDED FOR HEREIN (AND ITS USE OF THE INFORMATION), EVEN IF CDK, ODE, A CREDIT BUREAU, FAIR ISAAC OR SUCH OTHER PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CDK, ODE, THE CREDIT BUREAUS, AND FAIR ISAAC WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES CAUSED BY NEGLIGENCE OR ACT OF ANY OF THEIR AGENTS AND/OR EMPLOYEES IN PROCURING, COLLECTING AND COMMUNICATING THE INFORMATION TO CLIENT. Notwithstanding the foregoing, in the event CDK, ODE, the Credit Bureaus' or Fair Isaac's (and their respective agents, employees', independent contractors' and affiliated companies') are found to be liable hereunder, such parties' sole liability for money damages resulting from claims made by Client or any third party arising from or related to the services provided for herein and the Information shall not exceed the lesser of (i) the amount of actual damages incurred by Client, and (ii) the amount which will not exceed one month's average total monthly charges paid by Client for the Information to which Client's claim relates during the twelve months preceding the month in which the damage or injury is alleged to have occurred, or such lesser number of months if Client has not received twelve months of the applicable Information services. Such damages shall be the full extent of each of CDK's, ODE's, the Credit Bureaus' and Fair Isaac's (and such other persons') monetary liability related to the services provided for herein regardless of the form in which any such legal or equitable claim or action may be asserted against CDK, ODE, any Credit Bureau or Fair Isaac shall constitute Client's or any third party's sole monetary remedy.

M. Indemnification. Client shall indemnify, defend and hold harmless each of CDK, ODE, each Credit Bureau and Fair Isaac, at Client's own cost and expense, from and against any and all damages, costs, claims and liabilities (including attorneys' fees) which may be asserted and/or awarded against any of them based upon the improper use, republishing, dissemination, disclosure or ordering of the Information by Client and/or its agents or employees.

N. Consumer Credit Reporting Agency. Nothing herein shall be construed as making CDK or ODE a consumer credit reporting agency for purposes of the federal Fair Credit Reporting Act and companion state statutes.

O. Release. Recognizing that information for the Information is secured by and through fallible human sources and that, for the fees charged, none of CDK, ODE or the Credit Bureaus can be an insurer of the accuracy of the Information, Client understands that the accuracy of any Information Service or information received by Client is not guaranteed by CDK, ODE or the relevant Credit Bureau, and Client releases CDK, ODE and the Credit Bureaus and its affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Information and from any loss or expense suffered by Client resulting directly or indirectly from Information.

P. General. Client certifies that client has obtained a copy of and has read **Exhibit 1-F** "Notice to Users of Consumer Reports, Obligations of Users" found at <http://portal.dealersuite.com/CreditReportTC/Docs/OnlineCreditReportTC.pdf>. **Exhibit 1-F** explains Client's obligations under the FCRA as a user of consumer report information. References in **Exhibit 1-F** to the "Client Agreement" shall refer to this Section of the Product Guide.

73. **Out of Wallet Service, OFAC Service and Ancillaries Charges:**

Client agrees to pay CDK the fees set forth on the applicable Schedule and those fees outlined on the Ancillary Rates List for Out of Wallet Service, OFAC Service and Ancillaries with Credit Check (a copy of which is available at www.cdkglobal.com).

74. **Deal Review, Red Flag & OFAC Services**

With respect to the Red Flag Service, Client agrees to request Red Flag Service reports solely for Client's own internal business usage and solely to facilitate Client's compliance with the federal "Red Flag" regulations (promulgated pursuant to §§315 and 114(B) of the Federal FACT Act) (or to otherwise protect against or prevent actual or potential fraud or other unauthorized transactions), and in any event to comply with all federal, state and local statutes, regulations and rules applicable to such services and Client's use thereof (including, without limitation, the federal Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et. seq. and with laws and regulations administered by, or whose administration is delegated to, the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")). Without limiting the generality of the foregoing, Client agrees not to resell any information obtained pursuant to this section. Client also agrees to comply with all CDK (and/or other third party provider, as applicable) policies in effect from time to time with respect to such services. Client acknowledges that the Red Flag Service is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance or any other purpose authorized under the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended. Accordingly, Client agrees not to use any such information as part of its decision-making process for determining the consumer's eligibility for any credit products or other products or services (or the setting of credit terms or pricing for any such products or services). Client also acknowledges that the Red Flag regulations require the Client to implement a comprehensive compliance program, that the Red Flag Service is not intended to satisfy Client's full compliance program obligations, and that Client is solely responsible for its compliance with such regulations.

OFAC Service Additional Terms.

1. If client subscribes to the OFAC service form of Information, Client agrees to request the OFAC Information solely for Client's own internal business usage and solely to facilitate Client's compliance with laws and regulations administered by, or whose administration is to be delegated to, OFAC, and for no other purpose whatsoever. Without limiting the generality of the foregoing, Client acknowledges that the OFAC Information service is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, Client certifies it will not use any information provided through such service as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits (including the opportunity to rent a dwelling) or services applied for. Client acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Client further certifies that in the event that a consumer's name matches a name contained in the Information, it will contact the appropriate government agency for confirmation and instructions. Client understands that a "match" may or may not apply to the consumer whose eligibility is being considered by Client, and that in the event of a match, Client should not take any immediate adverse action in whole or in part until Client has made such further investigations as may be necessary (i.e., required by law) or appropriate (including consulting with its legal or other advisors regarding Client's legal obligations).

2. Client agrees that the OFAC Information will be held in strict confidence and will not be disclosed to any third party, except as required or permitted by law.
3. Client represents and warrants that it has, and throughout the term of this Agreement will have, a Customer Identification Program (as such term is defined below) which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched through the Information service is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or another governmental agency, ongoing employee training, and an independent audit function to test the program. As used herein, "Customer Identification Program" means a risk-based program that includes policies, procedures and controls to (i) verify the identity of the person (consumer or entity) seeking to open an account or otherwise conduct business with Client, (ii) maintain records of the information used to verify identity and (iii) consult government lists of known or suspected terrorists or terrorist's organizations to confirm that the person is not on any list.
4. OFAC Service Provider will use good faith efforts in attempting to obtain the Information from sources deemed reliable but does not guarantee the accuracy of the Information reported.

If Client chooses to purchase Out of Wallet Service then Client agrees to pay the applicable transaction fee for each credit report and/or ancillary services used by Client. Client agrees to pay CDK the fees set forth on the applicable Schedule and those fees outlined on the Ancillary Rates List for Out of Wallet Service, OFAC Service and Ancillaries with Credit Check (a copy of which is available at www.cdkglobal.com).

75. **Payroll PlusSM Online Payroll Services.** The following terms and conditions apply to Payroll Plus Online Payroll services:

"Payroll Plus" or "Services" means the web-hosted product and services which enables users to report their employee data so CDK can calculate payroll and payroll taxes, file taxes and enable the user to print and deliver checks and reports and access and/or utilize HR411 or other human resources content ("HR Services"), track employee data and access Document Vault.

Certain Services, such as Tax Filing and Full Service Direct Deposit (FSDD)/ADPCheck (CDK pays Client's employees from Client's own bank account) are available only for as long as Client meets CDK's eligibility requirements and require execution of additional forms (e.g. Reporting Agent Authorization, Authorization to Debit).

1. The Services.

A. **Payment Services.** If Client is receiving any of the Services that require CDK to impound funds from Client's account to pay Client's third-party payment obligations (e.g., Tax Filing, FSDD Services, TotalPay Card and/or ADPCheck Services) ("Payment Services"), Client shall have sufficient, collected funds in Client's account within the deadline established by CDK to satisfy such third-party payment obligations together with CDK's fees for Services, in their entirety. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). CDK and Client agree to comply with the NACHA rules applicable to it with respect to the Payment Services. CDK may commingle Client's impounded funds with other clients', CDK's or CDK-administered funds of a similar type. **ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY CDK WILL BE FOR THE SOLE ACCOUNT OF CDK.**

B. **Accuracy of Client's Information, Review of Data.** All Services provided hereunder will be based upon information provided to CDK by Client (including proof of federal, state and local tax identification numbers) both directly and indirectly through a third party such as Client's bank or accounting firm. Client agrees to promptly review all disbursement records and other reports Client receives from CDK in connection with Payroll Plus for validity and accuracy according to Client's records. Client shall promptly deliver to CDK Client Content required by CDK to perform the initial setup services. Such information and materials shall be in an electronic file format specified by and accessible to CDK. "Client Content" shall mean any information regarding Client's payroll information and employees and any other information or materials of Client's,

regardless of form (e.g. images, graphics, text, etc.), to be included in the Services, whether included therein by CDK as part of its setup services or by Client or any of Client's employees. Upon completion of any setup services, Client will review the Client Content provided to CDK as part of the setup services, as such content is included in the Services. By commencing "live" processing Client confirms that all Client Content is accurate and complete. CDK shall have no liability to Client for any errors or inaccuracies in Client Content included in the Services that has been reviewed and approved by Client. CDK may also perform such other services related to Payroll Plus as Client may request from time to time (e.g., training, custom reports, etc.), and such services shall be covered by this Agreement at CDK's then current fees.

If Client terminates the Services for Payroll Plus, but requests that CDK allow Client to continue to access to Payroll Plus for data access and reporting purposes only, then Client acknowledges and agrees that Client must manually manage Client's user rights who have access to Payroll Plus. Client agrees to indemnify and hold CDK harmless from any and all claims, costs, losses, damages, fines and expenses that may be incurred by Client due to Client's management of Client's user rights to Payroll Plus.

C. Responsibility for Compliance with Laws. The Services are designed to assist Client in complying with applicable laws and governmental regulations. Nevertheless, Client (and not CDK) will be responsible (i) for Client's compliance with all laws and governmental regulations affecting Client's business and (ii) for any use Client may make of the Services to assist Client in complying with such laws and governmental regulations. Client will not rely solely on use of the Services in complying with any laws and governmental regulations.

D. FSDD/ADPCheck. With respect to FSDD Services, prior to the first credit to the account of any employee or other individual (a "Payee"), Client shall obtain a signed valid payee authorization from such Payee (a "Payee Authorization"), which shall authorize the initiation of credits to such Payee's account and debits of such account to recover funds credited to such account in error. Client shall retain a copy of each Payee Authorization during the period such Payee Authorization is in effect and for two years thereafter and shall furnish such copy to Client upon request. Client agrees not to distribute any ADPChecks to Payees prior to 4:00 p.m. local time on the banking day immediately before payday. Client also agrees to cooperate with CDK to recover funds erroneously credited to any Payee's account in error. If Client desires to stop payment on any ADPCheck, Client shall provide CDK with a written stop payment request in the form provided by CDK. CDK shall then place a stop payment order with CDK's bank within twenty-four hours of CDK's receipt of such stop payment request. Client shall not request CDK to stop payment on any ADPCheck which represents funds to which the applicable Payee is rightly entitled. Client agrees to indemnify, defend and hold harmless CDK and its affiliates and their successors and assigns from and against any liability whatsoever from stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges and expenses of every nature and character, including attorney's fees, in any claims or suits arising by reason of stopping payment on such check, including claims made by a "holder in due course" of such check. Client represents and warrants to CDK and to the bank originating debit/credit instructions on CDK's behalf (the "Originating Bank"), if applicable, that: (a) each credit and debit (reversing or correcting a prior payroll credit) to the account of a Payee is timely and has been authorized pursuant to a Payee Authorization signed by such Payee and held by Client; (b) at the time any credit is made to the account of any such Payee, Client has no actual knowledge of the revocation or termination of such Payee's Payee Authorization; (c) each debit to the account of a Payee (reversing or correcting a prior payroll credit) is for a sum which is due and owing to Client and Client has notified the Payee of such debit prior to its initiation; (d) the amount indicated by Client as being owed to each Payee is in fact due and owing to such Payee; and (e) Client's electronic credit payments comply with United States laws and all other applicable laws.

2. Fees.

A. Fees. Client agrees to pay CDK for the Services at the rates specified on the Applicable Schedule and those fees outlined on the Ancillary Rates List (a copy of which is available at www.cdkglobal.com). Client shall pay CDK for any Services added by Client in the future at CDK's then prevailing prices for such Services. Prices for Services do not include amounts Client

owes to third parties or the monthly communication charges or communication installation charges Client incurs as a result of using the Services, which will be paid by Client.

B. W2s. Included in Client's tax filling is the W2 printing service. Client is responsible to pay the applicable fees for such printed W2s at CDK's then current price.

3. Use of the Services only in the United States.

Payroll Plus and related software and systems are intended to permit the transmission of data from within the United States and may not be used or accessed from outside the United States or in any way that violates any applicable international, federal, state or local laws and /or regulations.

4. Account Security and Passwords.

In order to access and use Payroll Plus Client will be required to provide proper Authentication including Client's User Name, Password and any other authentication required by CDK ("Authentication") to access Payroll Plus. Client is responsible for safeguarding the confidentiality of Client's account information (including user email address(es) and Client's Authentication selected by Client or issued to Client) and agree to take any and all actions necessary to maintain the privacy of Client's Authentication for Payroll Plus. Client is responsible for any use or misuse of Client's account or Payroll Plus resulting from any third party using any Authentication selected by Client or issued to Client. Client agrees to notify CDK immediately of any known or suspected unauthorized access to or use of Client's account, Authentication of any individual user to whom Client has issued Authentication or any other breach of security or misuse of Payroll Plus known to or suspected by Client. Client may change Client's Authentication at any time by following the instructions located under the Security section of the Company Tab ("My Security Profile" and "Change My Password") in the Payroll Plus application. Data transmitted through Payroll Plus is encrypted for the user's protection. However, the security of transmissions over the Internet can never be guaranteed. CDK is not responsible for any interception or interruption of any communications through Payroll Plus or related software or systems or for changes to or losses of data. In order to protect Client and Client's data, CDK may suspend Client's use of the Services immediately, without notice, pending an investigation, if any breach of security is suspected.

5. Additional Limitation of Liability Terms. Without limiting the generality of the limitation of liability terms of the Master Services Agreement, Client additionally agrees:

A. Debit/Credit Entries. Neither CDK nor any Originating Bank shall be liable for any damages to Client arising from any decision by CDK or the Originating Bank to refrain from or delay originating debit/credit entries in connection with Client's payroll (i) after reasonable efforts to verify such debit/credit entries by the required security procedure have failed, (ii) due to Client's creditworthiness or (iii) if a wire transfer of final funds by Client is required and if such wire is not received on time.

B. Tax Penalties and Interest Assessments. If as a result of an error or omission made by CDK in performing the Tax Filing Services hereunder, an applicable taxing authority imposes a penalty on or assesses interest against Client, CDK will (i) pay all penalties resulting from CDK's error or omission and (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by CDK. In any such case, Client will be responsible for all additional taxes and any other interest charges.

C. FSDD/ADPCheck. Neither CDK nor the Originating Bank shall be liable for any damages to Client arising from any decision to refrain from or delay originating debit/credit entries or issuing ADPChecks, in connection with Client's payroll (i) after reasonable efforts to verify such debit/credit entries by the required security procedure have failed, (ii) due to Client's creditworthiness or (iii) because CDK has not received timely funds from Client.

6. HR Services

A. If Client requests and is permitted access to HR Services through Payroll Plus, Client agrees to use such Services for research and reference purposes only and only for the benefit of

Client. By submitting any content to CDK through any HR Services, including message boards, forums and chat rooms, Client grants CDK a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, modify, adapt, translate, create derivative works from, distribute, publish and display all such content (in whole or in part) and to incorporate such content in other works in any form, media or technology, whether currently existing or hereafter developed. By submitting any content to CDK, Client represents and warrants to CDK that Client have the unfettered right to convey such a license to CDK. Client agrees that Client will not submit any content that (a) infringes upon the intellectual property rights of any other person or entity, unless Client has the permission of such person or entity to submit the content and thereby grant the license provided herein, (b) violates the privacy or publicity rights of any other person or entity, unless Client has the permission of such person or entity to submit the content and thereby grant the license provided herein, (c) is offensive, obscene, defamatory, threatening or abusive, (d) advertises any other site or business or (e) contains computer programming routines or code designed to interfere in any way with the full, proper and timely operation of Payroll Plus or any HR Services or any computer system.

B. Materials accessible from or added to any HR Services or web sites by third parties, such as comments posted in discussion groups, are strictly the responsibility of the third party who added such materials or made them accessible. While CDK reserves the right to monitor third-party discussions and to remove materials that CDK believes are inappropriate, CDK neither endorses nor undertakes to control, monitor, edit or assume responsibility for any such third-party material contained in or linked to any HR Services or web sites.

C. When Client subscribes to any HR Services Client may make one attributed copy of a document available through the HR Service for use within Client's organization. Client may not make multiple copies of documents without expressed written consent. Except for individual copies and direct use by Client, Client may not copy, modify, distribute, display, transmit, use or prepare derivative works based upon the HR Services or any of their contents, or remove or alter any copyright, trademark or other proprietary notice from any portion of the HR Services or any of the contents except where expressly instructed to do so.

D. Pursuant to the Digital Millennium Copyright Act, CDK has registered an agent with the U.S. Copyright Office. Notices of claimed copyright infringement on any HR Services web site should be directed to: CDK Global, LLC, 1950 Hassell Road, Hoffman Estates, IL 60169, Attn: Ken Gladish.

E. Although CDK makes every reasonable effort to ensure that the information, tools and data provided through the HR Services are useful, accurate, and current, CDK cannot guarantee that the information, tools and data provided will be error-free. By using the HR Services Client assumes all responsibility for and risk arising from Client's use of and reliance upon the contents of the HR Services. Client agrees to defend, indemnify and hold harmless CDK and its affiliates and their successors or assigns from and against any liability whatsoever arising from or relating in any way to Client's use of any HR Services.

7. Document Vault

If Client requests and are permitted access to Document Vault through Payroll Plus, Client agrees to assume all risk and liability for all documents, information, data and content (collectively "Content") that Client uploads and stores. Client understands all Content may be protected by intellectual property and Client must have the rights to all Content that Client uploads and stores. By affording Client access to Document Vault, CDK is offering Client a service that allows Client to upload and store Client's Content. By uploading Content into Document Vault, Client agrees and acknowledges that Client is solely responsible for all Content uploaded and stored by Client and that CDK has no responsibility or obligation to monitor or notify Client of any non-compliance related to Client's use of Document Vault. CDK is not responsible for the accuracy, completeness, appropriateness, or legality of the Content that Client uploads and stores. CDK is not and will not be Client's record keeper. Client acknowledges that Client is solely responsible for complying with all applicable laws regarding recordkeeping, record storage and record retention with respect to Client's Content and CDK will not be responsible for any lost, damaged or irrecoverable content. Document Vault is a self-service feature in Payroll Plus and CDK Service Representatives will not have access to Client's Content within Document Vault. By

using Document Vault, Client retains full ownership of all Content that Client stores. Client agrees that Client will not use Document Vault to: (1) upload, store, transmit or otherwise make available any Content that spreads messages of terror or depicts torture or death or illegal acts; (2) harm minors in any way; (3) upload, store, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; or (4) upload and store any content related to sex, violence, or any other illegal content. Uploading and storing such information will be considered a violation of these Terms and Conditions of Service and will be cause for immediate termination as set forth in subsection 8 below. If Client or CDK terminate this Agreement, Client's access to Payroll Plus will terminate but Client will have the ability to retrieve and download Content stored in Document Vault for a limited amount of time.

8. Additional Term and Termination Terms;

If any of the Services are or may be terminated by CDK, CDK shall be entitled to allocate any funds remitted or otherwise made available by Client to CDK in such priorities as CDK (in its sole discretion) may determine appropriate (including reimbursing CDK for payments made by CDK hereunder on Client's behalf to a third party) and Client will immediately: (i) become solely responsible for all third party payment obligations now or hereafter due (including, for Tax Filing Services, all related penalties and interest), (ii) reimburse CDK for all payments made by CDK hereunder on Client's behalf to any third party, and/or (iii) pay any and all fees and charges invoiced by CDK to Client relating to Payroll Plus. If CDK elects not to terminate any or all of the Services as permitted hereunder, CDK may require Client to pay CDK's fees and charges for the Services to CDK by bank or certified check or by wire transfer as a condition to receiving further Services.

9. Funding Indemnification.

A. Funding. Client agrees to indemnify and hold harmless CDK from and against any loss, liability, claim, damage or exposure (each a "Loss") arising from or in connection with any action, proceeding or claim made or brought against CDK by any bank with whom Client maintains an account for any incorrect debit CDK may make to such account as a result of an error or omission by CDK in performing the Service, to the extent that the Loss would have been avoided if (i) Client had not directed CDK to return the funds to an account or person other than the account which was originally debited and CDK was permitted to return the funds to the affected account or (ii) CDK's return of the funds was not rejected by the bank (e.g., due to account closure).

B. Debits. Client shall be liable for debits properly initiated by CDK hereunder. Client unconditionally promises to pay to CDK the amount of any unfunded payroll file (including any debit that is returned to CDK because of insufficient or uncollected funds or for any other reason), upon demand and interest thereon at the rate set forth in the Charges section of the Master Services Agreement. Also, if any debit to an employee or other Payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to pay the amount of such debit upon demand and interest thereon at the rate set forth in the Charges section of the Master Services Agreement. Client shall be liable for, and shall indemnify CDK against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees.

10. Other Features

A. CPA View Feature When Client authorizes Client's accounting professional ("Client's CPA") to access the Payroll Plus CPA View feature, Client grants Client's CPA permission to view Client's company and employee information and, view and/or print Client's reports, view, print and/or update tax forms, download Client's general ledger information, perform general ledger mappings (assign general ledger accounts to payroll items), as well as to change their login password and update their security profile. The information accessible by Client's CPA is generated by Payroll Plus based on and/or including Client Content. This method of access will not permit Client's CPA to make any changes or updates to Client Content. Client's CPA will have access to employee level information for all employees. Client and Client's CPA are solely responsible for any activity conducted with the CPA View feature by Client or Client's CPA.

B. Multi-Company Access Feature When Client is processing Client's payroll using Payroll Plus for multiple entities, Payroll Plus will provide Client with the ability, through its Multi-Company Access Feature, to access multiple companies without having to log out of one company and log back into another company. When Client utilizes the Multi-Company Access feature Client can assign multi-company access administrator rights to a Payroll Plus user. By doing so Client acknowledges that such Payroll Plus user will have the authority to set up other Payroll Plus users for the feature. The list of companies that a user can access using this feature can be customized for each user. The user's role will be the same for all the companies listed for the user and may be changed during the Multi-Company Access setup. Client, Client's administrator and any users designated using this feature are responsible for any activity conducted in Payroll Plus.

76. **AutoCheck Express.** The following terms and conditions apply to AutoCheck Express:

A. Client agrees to pay CDK the fees set forth on the applicable Schedule and those fees outlined on the Ancillary Rates List (a copy of which is available at www.cdkglobal.com).

B. Without limiting the generality of the Agreement, Client agrees that it may only use the AutoCheck Express services for its own internal use and may not sell or otherwise transfer to any other entity (including, without limitation, consumers) any AutoCheck Express vehicle history report. Notwithstanding the foregoing or any other provision of this Agreement, Client may provide copies of the AutoCheck Express product reports to customers and potential customers. Client agrees that its use of the AutoCheck Express services may require it to become a member of DealerSuite.com

C. Client agrees that it may not use any AutoCheck Express vehicle history reports for any FCRA purpose such as credit extension, insurance, employment or other purposes under Section 604 of the FCRA, 15 USC Sec 1686. Client certifies that it will utilize the AutoCheck Express vehicle history reports solely for use in connection with a legitimate business transaction and in connection with matters of motor vehicle safety or antifraud activities.

D. Client hereby grants to CDK a transferable license to use, modify, display and to provide CDK's third party service providers with access to Client's vehicle inventory data in connection with CDK's provision of the AutoCheck Express services.

E. The Client agrees that the AutoCheck Elite services will include the following: (a) Dealer Marketing, Vehicle and Market Profiler Reporting; (b) AutoCheck Best Practices Training; (c) Sales Event Marketing Guide; (d) AutoCheck.com Dealer Locator; (e) Callout on AutoCheck Reports; (f) Enhanced Showroom Materials; (g) and Dedicated Customer Support Phone Number. CDK reserves the right to modify the components of this program.

F. In order for the Client be eligible to obtain the AutoCheck Elite Services the following conditions must be maintained (i) Client must provide CDK and its third party service providers with access to its service records; (ii) Client must subscribe to an AutoCheck Express unlimited plan; and (iii) Client agrees to participate in the AutoCheck Express Fast Link system. Data accessed and transmitted to CDK and its third party providers shall include service history information generally related to Repair Orders ("RO") including, but not limited to the Vehicle Identification Number (VIN), RO number, RO type, RO date, RO mileage, operation codes performed with the related descriptions, and the In Service Date. Dealer ensures that the user name and password that Client assigns for accessing Client's computer system is unique to CDK (i.e. no other vendor(s) should be assigned the same user name and/or password).

G. The AutoCheck Elite services provide information on vehicles compiled by VIN, which access, among other data, vehicle title and registration records, to identify vehicle specifications and title brands and lists odometer readings and potential odometer discrepancies where permitted by law or contract. As part of the AutoCheck Elite Services, Client agrees to participate in the AutoCheck Auto Reports Program, whereby CDK will run vehicle history reports for the vehicle identification numbers in Client's used vehicle inventory only in the case that Client's dealership and AutoCheck both have a relationship with the same classified vehicle listing

service. AutoCheck Auto Reports are only available on websites with AutoCheck vehicle history report integration. AutoCheck Vehicle History Reports and Summary Vehicle History Reports can be delivered via the Internet at www.autocheckmembers.com or directly to the consumer via a link from the Client's designated internet sales portal(s) through AutoCheck Fast LinkSM or by other method as offered to the Client. AutoCheck Services accessed via mobile applications are charged as full reports.

H. Client agrees to adhere to: (i) applicable industry standards and guidelines as set forth by the Direct Marketing Association; and (ii) all applicable federal and state laws. If Marketing, Vehicle or Market Profiler Reporting Services are provided, Client warrants and represents that it shall solely use the Motor Vehicle Data contained in any reports provided for use in (a) research activities; or (b) producing statistical reports, so long as no personal information is published, re-disclosed, or used to contact individuals.

77. **DealerCAP.** The following terms and conditions apply to Electronic DealerCAP forms used as an Electronic/Laser generated form:

A. CDK and Client acknowledge and agree that Client only receives a revocable, non-transferable, and non-exclusive license to use the electronic DealerCap forms described on the Schedules to the MSA (the "Forms") solely in connection with its own business operations. Client's limited license to the Forms is personal and may not be transferred to any entity whatsoever. Client may only use its license to the Forms in electronic form. Client may not use its limited license to produce or use "hard copy" paper based versions of the Forms. Client may not use its license to the Forms for any other purpose whatsoever.

B. Client agrees that it will not make any alteration whatsoever to the Forms and that the Forms shall at all times be exact copies of the Forms provided by CDK to Client. Without limiting the foregoing in any way, Client agrees that all copies of the Forms shall include all indicia of CDK's ownership of the Forms, including all copyright notices.

C. Upon the termination of the relevant Schedule for any reason, all rights Client has in the Forms shall immediately cease.

D. Client shall keep and maintain complete and accurate records of all use of the Forms. At any time during the term of the Agreement, and for a period of two years thereafter, CDK shall have the right to audit and review all of Client's books, records and operations to confirm its compliance with all aspects of its use of the Forms and its payment for the use thereof.

E. Except for the license granted hereunder, Client agrees that CDK owns all right, title and interest in the Forms, including, without limitation, all copyright and all other intellectual property rights to the Forms.

F. THE FORMS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. IN PARTICULAR THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. CDK DOES NOT MAKE ANY WARRANTY OR REPRESENTATION AS TO THE LEGAL COMPLIANCE OF ANY FORM.

G. Pricing of DealerCAP forms is based on a usage model and will be determined after a review of needs required by the dealership. The DealerCAP forms are not 'free' and should not be bundled with any other CDK form offering.

78. **Meraki/Cisco "Hot Spot" Hosted Software.** The following terms and conditions shall apply to those Clients that purchase "Hot Spot" Hosted Software:

A. Client Responsibilities. Client shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Hosted Software, and notifying CDK of such unauthorized access or use; be responsible for and/or paying for all third party access charges incurred while using the Hosted Software and/or associated web applications ;assuming the risk of, any

problems resulting from the content, completeness, accuracy, and consistency of all Client content and/or Client end user content; and complying with all applicable local, state, federal laws, and foreign laws in using the Hosted Software and/or associated web applications.

B. **Privacy and Data Collection.** The Meraki/Cisco's privacy policy is located at <http://www.meraki.com/support/#policies:privacy> and is incorporated by reference ("Meraki Privacy Policy"). Client understands and agrees that Meraki/Cisco will collect traffic information and may from time to time make available functionality that allows Client to limit or restrict the types of traffic information Meraki/Cisco collects. For those devices in which an Agent Software is installed, Client authorizes Meraki/Cisco to transmit certain geolocation information about those devices and the networks on which they are running to Google, Inc. ("Google"), which provides Meraki/Cisco with related geolocation information that Meraki/Cisco stores and makes available to network administrators as outlined in the Meraki Privacy Policy. Google's Privacy Policy, and not Meraki's Privacy Policy governs Google's handling of the information that Meraki/Cisco provides to Google. Meraki/Cisco uses traffic information to make data available to Clients to enable Clients to exercise controls with respect to, the traffic on Client's network. Meraki/Cisco uses system manager data to provide support and conduct product development activities. CLIENT REPRESENTS AND WARRANTS THAT ITS CUSTOMER AGREEMENTS FOR USE OF MERAKI/CISCO HOT SPOTS WILL INCLUDE A PROMINENT NOTICE AND CONSENT PROVISION IN ORDER TO ADD INDIVIDUAL USERS (CLIENT CUSTOMERS) DEVICES TO THE NETWORK OF CLIENT CUSTOMER AS THE END USER, WHICH WILL PERMIT MERAKI/CISCO TO COLLECT, USE AND DISCLOSE TRAFFIC INFORMATION AS DESCRIBED HEREIN. Client consents, and will obtain the consent from its Client customer end users, to Meraki/Cisco's collection, use and disclosure of traffic information and, to the extent Client uses a systems manager to access and delete files, to use the Meraki/Cisco's use of the device management functionality and its collection, use and disclosure of systems manager data.

79. **CDK Consulting.** The following terms and conditions shall apply to the use of CDK Consulting:

A. Billing initiates on the first day of the month the recurring consulting service begins. (For instance, if a consulting engagement begins June 26, the billing will be initiated for June 1.)

B. For online tools (such as BOU), billing will begin on the first of the month access is granted.

C. Cancellations are processed on the last day of the month.

i. No credits will be given for unused time.

ii. Unused time must be scheduled within 30 days and delivered within 90 days or it is forfeited.

D. All CDK travel related expenses are the responsibility of Client and must be paid according to the terms and conditions in the Master Services Agreement and/or Schedule of Services executed between the parties.

E. **Consulting Agreement and CDK Obligations.** The Accelerator consulting product provides for either one week of in-dealership consulting per quarter (Quarterly Accelerator) or one week of in-dealership consulting every six months (Bi-Annual Accelerator). Other on site CDK Consulting services provide a set number of days over a specific cadence delivered over the course of the contract term. CDK will contact the Client at least three times, but no more than three, each period to schedule the consulting visit. CDK will make every reasonable attempt to match consulting skills with the client's stated consulting need (sales, parts, service, accounting, business development, leadership or specific CDK products) but makes no guarantee that it will be able to do so.

a. **CDK Does Not Have Specific Capacity Requested.**

i. If CDK is unable to provide the specific consulting need requested by the Client during any particular quarter or six month period, as the case may be, then the Client shall have the

option to have the Accelerator cost paid by Client for such period credited against its CDK invoice or to reschedule the service for a future time period.

- ii. If the Accelerator service is re-scheduled and CDK is still unable to provide the specific consulting need requested by Client then Client shall be given credit for one week and offered a choice of either an additional one week credit or to have two weeks of consulting services provided in the next quarter or six months (the original one week already contracted for such quarter or six months, plus the week that was unable to be provided in the previous quarter or six months).

b. Client Does Not Engage in the Scheduling Process.

- i. CDK will contact the Client at least three times, but no more than three times, each period to schedule the consulting visit.
- ii. If the Client does not respond during any particular one quarter or six month time period:
 - a. The Client will be billed in full for the service per the contract for such time period; and
 - b. CDK will attempt to provide the service during the next quarter or six month time period, as the case may be.
- iii. If the Client does not respond for two quarters or two six month time periods in a row:
 - a. The Client will be billed in full for the service for both time period per the contract;
 - b. One week will be cancelled with no recourse for future delivery;
 - c. The second week will be moved to the next quarter or six month time period so that two weeks will be delivered in the next time period; and
- iv. If the Client does not respond for three consecutive time periods:
 - a. The Client will be billed in full for all three time periods per the contract;
 - b. Two weeks will be cancelled with no recourse for future delivery;
 - c. The third week will be moved to the next quarter or six month time period so that two weeks will be delivered in the next time period; and
- v. If the Client does not respond for four quarters or three six month time periods:
 - a. The Client will be billed in full for the service per the contract and the contract will be terminated; and
 - b. No credits will be given for weeks owed.

c. Client Requests to Push Out Consulting Weeks due to Internal Issues.

CDK will do its best to accommodate the request, given existing capacity constraints but does not guarantee that it will be able to do so. In any event, CDK will only be able to re-schedule into the next immediate quarter or six month period. Credit for unused service will be provided by CDK in its sole discretion.

d. Client Cancels a Scheduled Consulting Visit with Inadequate Notice.

- i. The first time the Client cancels a scheduled consulting visit with less than 14 days' notice, CDK will make every attempt to reschedule the week in the current or following time period. No penalty will be assessed to the Client.
- ii. The second time, and any following times, that the Client cancels a scheduled consulting visit with less than 14 days' notice.
 - 1. The week will not be rescheduled and there will be no credit given for the cancelled week.
 - 2. Any incurred travel related expenses will be billed to the client.

F. The Optimizer consulting product provides for one virtual consultation session per month.

1. **Client Does Not Engage in the Scheduling Process.**

(a) CDK will contact the Client at least three times, but no more than three times, each month to schedule the consultation.

(b) If the Client does not respond for four consecutive months:

- (i) The Client will be billed in full for the service per the contract and the contract will be terminated; and
- (ii) No credits will be given for consultations owed.

G. Client agrees to license and receive Profit Predictor, webComposite, BDI, P20, or other CDK Consulting metrics tools in conjunction with applicable consulting agreements.

1. These metrics tools require the use by CDK of certain data of Client, including financial statement, business performance and sales, parts and/or service transaction related data. Client consents to the use of such data for such purpose, which use may include using Client's data (together with the data of other CDK Consulting clients) in order to provide benchmarking services and other reports and analyses to CDK Consulting customers (it being agreed by CDK that any such uses will not identify Client or any of Client's customers or prospective customers). In addition, Client more generally grants to CDK the right and license to use and/or distribute or otherwise provide to third parties any Client data that is provided by Client to CDK in connection with any products or services provided by CDK from time to time (or to which CDK has access in connection with any products or services provided by it to Client from time to time), so long as any Client data that is distributed or otherwise provided to third parties is done in statistical, compilation or otherwise anonymized fashion that does not identify Client or any of Client's customers or prospective customers. Client acknowledges that such statistics, compilations and/or otherwise anonymized forms of such data will be the property of CDK.



80. **GetWireless CDK Service iPad License and Apple EULA.** Client acknowledges and agrees that, in connection with the licensing of the CDK "Get Wireless" product, CDK shall provide Client during each Term with the use of an Apple iPad as set forth on the applicable Schedule to the MSA. Client further acknowledges and agrees that the following terms and conditions shall apply to Client's use of the iPad and the associated Apple EULA:

A. Term. The term of the use of the Apple iPad, shall be for Twenty Four (24) months ("Term") and may subsequently be renewed by Client for an additional successive Term(s) ("Renewal Term") both the "Term" and "Renewal Term" shall be referred to herein as ("Term").

B. Apple EULA. If Client purchases the Get Wireless bundle product that includes from CDK the use of an Apple iPad, Client also agrees to accept and be bound by the most current "Apple End User Agreement" terms and conditions ("EULA") as located at <http://www.apple.com/legal/sla/docs> and as may be subsequently updated from time to time, that are associated with the use and operation of the CDK provided Apple iPad.

C. iPad Refresh and Service. During each individual Term, Client shall be entitled to receive the following repair and/or refresh services for the Apple iPad Client is using from CDK as part of "CDK's Tech Refresh Solution Program":

1. Up to two repair instances with the total aggregate cost for the repairs and/or replacement of the Apple iPad not to exceed \$500 ("Repair Credit"). Apple iPads shall be returned to CDK for repairs. Labor and cost of shipping are included as part of "CDK's Tech Refresh Solution Program".

2. In the event that the Client reaches the \$500 Repair Credit during any individual Term, the Client will be obligated to pay CDK the residual value of any Apple iPad replacement and/or repair cost that CDK incurs on behalf of the Client.

3. During each Renewal Term, CDK shall refresh and replace the Apple iPad(s) that Client had previously used with the latest Apple iPad model currently available that includes a new twenty four (24) month Apple iPad warranty in accordance with "CDK's Apple Tech Refresh Solution Program". Client is responsible for and is required to return to CDK all of the Apple iPad(s) used during the previous Term.

4. In addition, CDK may in its sole discretion, substitute or replace any iPad at any time and for any reason during any Term.

D. Replacement. In the event that the Client Apple iPad provided by CDK is lost or stolen, the Client understands, acknowledges, and agrees that Client is obligated to pay the replacement cost of the CDK provided Apple iPad at the then current market price of the Apple iPad.

E. Refresh. Prior to the start of any Term Renewal, CDK will contact Client to determine whether Client wishes to renew the Term. CDK shall refresh and replace Client's Apple iPad(s) in accordance with CDK's Apple Tech Refresh Solution as outlined in subsection C. above. Should Client elect not to enter a Term Renewal, Client must return those Apple iPad(s) provided from CDK within thirty (30) days of the expiration or termination of then- current term or be subject to a charge and replacement fee not to exceed \$500 per Apple iPad.

F. LIMITATION OF LIABILITY. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE APPLE IPAD AND ASSOCIATED APPLE EULA IS AT ITS SOLE RISK. THE APPLE IPAD AND EULA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. APPLE MAY CHANGE THE FEATURES OR FUNCTIONALITY OF THE APPLE IPAD AT ANY TIME, IN ITS SOLE DISCRETION. CDK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE CLIENT'S USE OF THE IPAD, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

G. WARRANTY. CDK MAKES NO WARRANTY THAT THE APPLE IPAD AND APPLE EULA WILL MEET CLIENT'S REQUIREMENTS, OR THE THAT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CDK MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE IPAD OR THAT DEFECTS IN THE EULA SOFTWARE WILL BE CORRECTED. CDK MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE APPLE IPAD OR ANY TRANSACTIONS ENTERED INTO THROUGH THE APPLE IPAD.

H. DOWNLOADS. CLIENT UNDERSTANDS AND AGREES ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE IPAD IS DONE AT CLIENT'S OWN DISCRETION AND RISK AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

81. **HP Products and Services.** The following terms and conditions apply to and are agreed to by Client for Client's purchase, license and use of Hewlett Packard ("HP") Products and Services from CDK or a CDK authorized distributor and are being licensed by Client directly from HP:

A. HP License to CDK. Client acknowledges and agrees that HP software ("HP Software") licensed to Client by CDK is provided pursuant to a separate agreement between CDK and HP.

B. License. Client acknowledges and agrees that those HP Products and Services listed on a CDK Schedule contain third party HP Software and are being licensed to Client directly from HP. Accordingly, such HP Software is governed by the terms and conditions of the license agreements referenced at <http://www.hp.com/go/SW Licensing>.

C. HP Software Claims. Client shall look solely to HP with respect to any claims regarding the HP Software, and acknowledges and agrees that CDK shall have no liability with respect to HP Software.

82. **Truck Lease/Rental- LS Art-Custom Rental Contract.** The following terms and conditions apply to Truck Lease and/or Full Maintenance Lease and Rental Application Program:

Client represents and acknowledges and agrees that (i) Client owns the rental contract form that Client provides to CDK for reproducing via an overlay or otherwise on CDK LaserStation printers and (ii) Client will not provide any non-Client owned form to CDK.

Client hereby agrees to indemnify and hold CDK harmless from any and all claims, demands, charges, losses, costs, attorneys' fees, obligations, judgments, damages, liabilities, promises, agreements, acts or omissions, suits, proceedings, actions and causes of action of any kind or nature, at law or in equity, incurred or arising out of, or in connection with, directly or indirectly, the reproducing of Client's forms.

83. **VehicleXchange.** The following terms and conditions apply to license of VehicleXchange:

A. Client agrees to indemnify CDK and hold CDK harmless from and against any loss, expense, damage, or costs (including reasonable attorney's fees) incurred by CDK to the extent that claims or demands brought by third parties arise out of or relate to: (a) Client's misuse of VehicleXchange; (b) Client's mishandling of any data transmitted to it through VehicleXchange; (c) Client's violation of any applicable law in connection with its use or content it provides to VehicleXchange, including but not limited to the Fair Credit Reporting Act and equivalent state laws. Any failure by Client to comply with laws and regulations, including but not limited to those that regulate false or misleading pricing or advertising practices, will be grounds for termination of its use of VehicleXchange.

B. Client acknowledges that it must enter into agreements with third parties in order to use VehicleXchange.

C. Client agrees to pay CDK the fees set forth on the applicable Schedule and the transaction fees outlined on the Ancillary Rates List for VehicleXchange (a copy of which is available at cdkglobal.com).

D. Client hereby authorizes CDK to access, aggregate and disclose to third parties certain data in Client's database at any time and without prior notice for the purpose of supporting or enhancing the VehicleXchange, including but not limited to advertising the value of the VehicleXchange; provided, however, that CDK shall not disclose to any third parties any Client data that could reasonably be expected to identify the Client or its customers.

84. **PartsVoice.** The following terms and conditions apply to PartsVoice and PartsVoice for eBay.

This language applies to certain data collection and distribution services ("Services") provided to Client by CDK (and/or its third party providers) from time to time.

A. **Intellectual Property.** Client authorizes CDK to access Client's DMS to access, copy, use and display data reasonably required to provide the Services and agrees to provide CDK with such passwords and/or authorization as may be required with respect to Client's DMS. If CDK is unable to access Client's DMS, Client agrees to provide to CDK with the data required for CDK to provide the Services on such schedule and in such format as the parties may mutually agree. Client shall own any text or other materials ("Materials") provided by Client to CDK in connection with the Services, and Client hereby grants to CDK a non-exclusive, world-wide, royalty-free license to use such Materials in connection with the Services, including without limitation, the right to display such Materials on other websites. With regards to PartsVoice with eBay only, Client further agrees that CDK may transfer the Materials to WHI Solutions, Inc. and eBay Inc. in connection with providing the eBay Link services.

B. **Acceptance.** CDK acceptance of this Section 72 is conditioned upon verification of satisfactory credit. Client authorizes CDK to obtain credit reports through credit bureaus and to contact Client's references.

C. **Warranties.** Client warrants that the delivery of any individual data for data append processing does not violate Client's published privacy policies or notice and disclosure statements under which such individual information was collected.

D. **Right to Audit.** Client shall permit CDK (and/or its third party provides) to inspect at reasonable times and upon reasonable notice any location where the data is being used or kept by Client. Such audit shall be strictly limited to those books, records and computer systems that specifically relate to information pertinent to the use of the data. CDK agrees that any such audit shall be conducted in a manner that does not disrupt Client's normal operating procedures or violate any other confidentiality obligations that Client has to its customers.

85. **Implementation.**

The following terms and conditions apply to the implementation and installation services ("Implementation") provided by CDK in connection with Client's license and/or purchase of a CDK dealer management system ("CDK DMS") or any other CDK Application Programs:

A. **Implementation Scheduling.** CDK shall prepare and present to Client an implementation project schedule for the Implementation. Client agrees that it shall, within ten (10) days of its receipt of such Implementation project schedule, approve of the Implementation project schedule or inform CDK in writing of the reasons why it cannot approve the Implementation project schedule. This process shall be repeated until the Implementation project schedule has been agreed to by CDK and Client. Client's failure to use commercially reasonable efforts to agree to an Implementation project schedule in a reasonable period of time may result in the imposition of additional fees by CDK.

B. **Implementation Services.** Client acknowledges and agrees that CDK's Implementation services only include the following, provided, however, that certain of the following services are only relevant with respect to the Implementation of a CDK DMS:

- (i) Installation project management;
- (ii) On-site field engineers to setup CDK supplied equipment; CDK will only set-up third party equipment, if Client has contracted with CDK for such set-up and it meets CDK Application Program requirements;
- (iii) Network engineers will configure CDK contracted equipment and certify network readiness;
- (iv) Virtual implementation consultants will work with Client on the departmental setups, interfaces and data conversions to configure all contracted Application Programs;
- (v) Forms Specialists to map data and graphically configure business forms supplied by CDK as output of the Application Programs; and
- (vi) On-site consultants to work with Client to validate Application Programs, site readiness and provide training & consulting services as reasonably determined by CDK to be necessary.

CDK training and consulting services time includes travel time to and from the dealer location. CDK on-site shifts will be limited to 10 hours per day including travel.

- Our standard services include 1 shift per day.
- CDK may provide multi-shift services from 6:00am to Midnight local time where necessary. Multiple shift coverage will be provided at an additional fee.
- Midnight to 6:00am dealer shifts will not be covered.
- The standard work day for Hardware Implementation is 8:00am – 5:00pm; Holidays and after hours are available for an additional fee.

The provision of CDK's Implementation services is expressly conditioned upon (i) all Client supplied equipment, networks, and circuits meeting CDK's minimum specifications, (ii) all Client supplied equipment being unpacked, installed, and functionally connected to Client's network within the time lines specified in the Implementation project schedule, (iii) all Client supplied cabling being installed prior to on-site CDK consultants arrival, (iv) the provision by Client of adequate power, ventilation, cabling, and rack space for new equipment within the required

Implementation project schedule timelines, (v) the installation of all Client supplied circuits within the Implementation project schedule timelines, (vi) all Client supplied networks being functional within the Implementation project schedule timelines, (vii) the availability of all CDK supplied equipment at Client's site(s) upon the arrival of the on-site field engineer, (viii) if Client's location is undergoing new facility construction Client has secured a certificate of occupancy, (ix) Client identifying to CDK, prior to the beginning of CDK's Implementation services, its decision makers and departmental advocates, (x) per the Implementation project schedule, Client makes its decision makers and departmental advocates available to validate setups, test forms and participate in training during pre-live preparation period and the go-live period while CDK associates are on-site, (xi) Client making it's key personnel available at all times at Client's dealership site(s) while CDK associates are present. Any delays to the Implementation project schedule due to Client failing to meet any of the foregoing conditions, or otherwise failing to be ready for CDK's Implementation services upon CDK's arrival at Client's site, will result in additional charges to Client at CDK's then current standard time and material rates (plus charges for any additional out of pocket expenses incurred by CDK).

C. Charges for Change by Client; Change by CDK. If Client changes the start of its Implementation and/or its go-live date, either through cancellation or reschedule, with less than fifteen (15) days' (unless a lesser notice period is specified below) prior written notice to CDK, the following fees will be charged (unless otherwise specified below) for each Client "site" affected by such change based on the Implementation type specified below. A site, for the purpose of this Addendum, is defined as a Client physical location operating on one set of accounting logons (if a Client physical location has more than one set of accounting logons then it shall count as multiple sites under this Addendum (e.g., 3 accounting logons shall equal three sites)).

a. *New CDK DMS Business - \$5,000*

New CDK DMS Business is defined as converting to a CDK DMS from a competitive DMS (including Advent add-on).

b. *DMS Upgrades - \$500 (not per Site but per DMS Upgrade)*

DMS Upgrades refers to the move of Client's data from one CDK DMS platform to another CDK DMS platform. Examples include moving from a CDK DMS located at Client's site to an CDK hosted DMS or from one CDK hosted DMS to another CDK hosted DMS.

c. *Acquisitions - \$1,500 (with less than 7 days' notice)*

Acquisitions are commonly referred to as "Buy/Sells" or "Ownership Changes". This fee shall only be owing in the case of Implementations associated with the acquisition by Client of another site and will apply whether the acquired site uses a competitive DMS or a CDK DMS.

d. *New Construction (with new logons or new Company #s) - \$1,500*

Any change in the Implementation start date or the go live date due to the construction of a new facility. This fee is only charged in the case where new accounting logons or Company #s will be used and does not apply to facilities where the Client will operate on accounting logons or Company #s that exist today. An example where fees would be incurred would include a newly franchised dealership. If the new dealership operation is just an extension of an existing site (e.g., a pre-owned vehicle sales building or a quick lube enters) where new accounting logons or Company #s are not required, then no fee will be charged.

e. *Add On Application Programs - \$500 (not per site but per Implementation event)*

Add-On Application Program Implementations, for purposes of this Addendum, are defined as Implementations of Application Programs that are separately scheduled from a DMS Implementation. Many times, however, these Implementations involve more than one "like & related" Application Program at the same time and site. If that is the case, the Client will only be charged for delaying one Implementation. For example, adding Service Pricing and Technician Work Bench or Desking and Digital Contracting concurrently at a single site is considered a single "like & related" Implementation. In each case, Client would only be charged for changing one Implementation. Adding Technician Work Bench at site#1 and PartScan at site#2 at the same

time would be considered two (2) Implementations, as they are **not** "like & related", and a Client change would result in a \$1,000 charge. CDK shall determine whether multiple Application Program Implementations are "like & related".

In the event that CDK is unable to meet an agreed upon Implementation date due to no fault of Client, CDK will make all reasonable efforts to reschedule the Implementation as soon as possible and at the sole expense of CDK. Such efforts shall be CDK's sole obligation with respect to CDK's inability to meet an agreed upon Implementation date.

D. Data and Other Set Ups. To the extent it is applicable to Client's Implementation:

(i) Client agrees that all prior month GL postings must be complete and reconciled on its previous dealer management system (and in line with the Implementation project schedule) prior to the "go live" date. CDK will review with Client the appropriate process to convert any data used by Client on a competitive DMS ("Competitive Data") for use on the CDK DMS.

(ii) If Client wishes CDK to convert any Competitive Data for use on its CDK DMS Client shall, at its sole cost and expense, obtain CDK access to the Competitive Data at least 90 days prior to the "go-live" date for the "verification" data pull, at least 45 days prior to the "go live" date for the data pre-pull and at least one (1) day prior to the "go-live" date for the live pull. Client is solely responsible for approving the Competitive Data prior to its conversion to the CDK dealer management system and approving its integrity after such conversion. CDK has no responsibility for the accuracy or integrity of the Competitive Data.

(iii) Client agrees to test and proof all forms prior to "go-live"

(iv) Client agrees that it will setup and validate all User ID's prior to on-site CDK consultants arrival.

(v) Client is responsible for disconnecting any non-CDK circuits when no longer needed.

E. Training.

Client must provide CDK with the names of all its employees who will use the CDK DMS or Application Program(s) and Client will use commercially reasonable efforts to have all such employees complete at least 80% of the CDK assigned training curriculum prior to the "go live" date. Client agrees that all employees (including those who work an overnight shift) shall be made available at the agreed to times in the Implementation project schedule. CDK will provide Client with progress reports on its employees' completion of their assigned Learning Connect curriculum training. CDK reserves the right to postpone or cancel the Implementation of the CDK DMS (and make appropriate charges to Client, see charges set forth in paragraph 2.B. above) if it reasonably determines that Client has not completed at least 50% of its assigned Learning Connect curriculum training within 14 days of the scheduled "go live" date. Any Client staff changes prior to the "go live" date that require adjustments to, or additional, training will result in additional fees at CDK's then standard time and material rates. Any instructor led training will be provided virtually. If Client requests live instructor led, training at its dealership location it agrees to pay for such training at CDK's then standard list price for onsite dealership training.

F. Additional Terms. Client acknowledges and agrees that its existing printers may not function with the CDK DMS. CDK will use commercially reasonable efforts to configure Clients' existing printers for use with the CDK DMS, but if it is unable to do so Client will be required to purchase new printers from CDK to replace such existing printers.

G. Custom Report Requests. CDK software applications contain standard business reporting options and User accessible Custom Reporting functions. Client acknowledges that any requests for reports outside the standard software offering will require a Request for Quote ("RFQ") to be reviewed for an additional cost based on CDK's then standard time and material

rates. Client will receive an estimate of the delivery date for any custom reports once the quote is approved by the Client.

86. **Reynolds Certified Integration.** The following terms and conditions apply to Client using a Reynolds & Reynolds DMS and one or more of the following CDK products:

Dealer | Dealer Group Websites,
DLS Accelerator[®],
Email Marketing,
F&I Results (fka IntraVision),
Lead Generation Services,
CDK Used Lot Intelligence f/k/a Front End Lot Management,
PartsVoice,
Reputation Management,
Retargeting Advertising

A. Client has licensed from CDK one or more of the applications listed above (collectively, the “Applications”).

B. The Reynolds & Reynolds Company or its affiliates (collectively, “Reynolds”) currently provides Client with a Dealer Management System (“DMS”).

C. As part of its Reynolds Certified Interface program, Reynolds has developed certain processes and executed an agreement with CDK (the “Interface Agreement”) that allow CDK to receive from Reynolds certain data from Client’s DMS and/or allow the Applications to send data to Client’s DMS (“RCI Integration”) via an interface provided by Reynolds (the “Reynolds Interface”). Client provides its written consent to: (a) Reynolds’ providing the Applications access to data from Client’s DMS; and (b) the Applications providing Reynolds with access to the Applications’ data, both of which may include, without limitation, non-public information regarding Client’s customers (“Customer NPI”). By signing this agreement Client agrees that: (a) Reynolds makes no representations, assurances, warranties or guarantees with respect to the Applications or the Applications’ obtaining access to data from Client’s DMS through RCI Integration or otherwise; (b) Reynolds shall have no liability whatsoever for any damages Client may suffer as a result of using the Applications or because of the Applications’ access to data from Client’s DMS; (c) Reynolds has no responsibility for the activities of the Applications with respect to their access to data from Client’s DMS, including without limitation, with respect to Customer NPI obtained or used by the Applications; (d) CDK, Client or Reynolds may terminate the integration described in this Section 74 at any time if such party determines that (i) such integration may conflict with or adversely affect the operation or security of Client’s DMS (including without limitation the integrity or security of the data) or (ii) such access may violate any applicable laws or regulations; (e) problems caused by the data access described in this agreement will not be covered by any software support and equipment maintenance services or fees previously agreed between Client and Reynolds; and (f) Reynolds has the right to enforce its rights under this Section 86.

D. TO NORTH CAROLINA DEALERS: THIS SECTION 74 RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CUSTOMER RELATED DATA.

E. CDK hereby provides a limited license (the “License”) authorizing the operation of the Reynolds Interface solely for the Applications, to the extent the Applications engages in RCI Integration (the “Interfaced Products”) and solely for Client.

F. Client shall not copy, disassemble, decompile, and/or reverse engineer the Interfaced Products or the Reynolds Interface.

G. CDK reserves all rights, title and interest in and to the Interfaced Products, and Reynolds reserves all rights, title and interest in and to the Reynolds Interface.

H. Client shall not engage in or permit: (a) the transfer of or access to the Interfaced Products or the Reynolds Interface to or by third parties; (b) the lending, leasing, sublicensing or pledging

of the Interfaced Product or the Reynolds Interface; or (c) service bureau or outsourcing uses of the Interfaced Products and Reynolds Interface.

I. The Applications and RCI Integration contain portions of program code owned by third party licensors and such licensors will be entitled to enforce the License as an intended third party beneficiary and the obligations of the licensee cannot be modified or terminated without the written consent of such third Party licensors. Licensee shall not disclose any passwords or other security information that are related to the Reynolds Interface or other software licensed by this License. ALL LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event will any licensor be liable for indirect, incidental, consequential or exemplary damages arising from use, or inability to use Reynolds Interface, even if it knew of the possibility of such damages.

J. All rights to use or maintain possession of the Interfaced Product and the Reynolds Interface will terminate immediately upon Client's breach of any material provision of such agreement.

K. Client shall not use the Interfaced Products or Reynolds Interface outside the definitions and process defined for the specified Applications in the relevant subpart of the Interface Agreement.

L. CDK may access Customer NPI. CDK will not provide third parties with access to such Customer NPI.

M. Client warrants that for purposes of the data that may be accessed by CDK and/or the Reynolds DMS pursuant to the Interface Agreement, that Client has provided any required privacy notices to its customers as required by applicable law, including the Gramm-Leach-Bliley Act and its implementing regulations (the "GLBA"), and to the extent applicable, the privacy laws of any state, Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"), and any other relevant privacy laws Canada or of any province of Canada or other relevant jurisdiction.

N. CDK shall implement and maintain appropriate safeguards to protect any Customer NPI that CDK obtains pursuant to the Interface Agreement for so long as CDK has access to any such Customer NPI.

O. CDK shall not access, store, share, disclose, or use any Customer NPI obtained pursuant to this Section 74 other than as necessary to carry out the purposes for which the Reynolds Dealer has provided access to the Customer NPI or as otherwise required by law.

P. Reynolds and CDK may access Customer NPI to the extent necessary to provide the services contracted for under the Interface Agreement (including the Interfaced Products and the Reynolds Interfaces), and Reynolds and CDK may provide Customer NPI to one another for that purpose.

Sections Q through V hereof shall apply only to the extent Client operates in Canada.

Q. The Global Security Office currently supervises compliance at CDK relating to privacy aspects of the Interface Agreement.

R. Persons seeking access to their personal information shall be directed to Client.

S. Client shall provide its customers in Canada with a notice specifying that the Customer NPI or other personal information as defined under Canadian law may be transferred to and stored in the United States and may be subject to disclosure pursuant to the laws of the United States.

T. Client shall comply fully with the applicable Canadian privacy laws.

U. Client represents that it has obtained all consents from its clients required under the applicable Canadian privacy laws for the collection, use and disclosure of personal information by Client and by CDK.

V. CDK represents that it shall comply fully with all applicable Canadian privacy laws.