

# Terms and Conditions of Use

As used herein, the term "Site" includes Dealertrack mobile applications.

Your use of the Dealertrack.com web site and the applications, services, information and other materials available on and through the web site (such applications, services, information, other materials, and the web site itself shall be referred to collectively as the "Site") is subject to the terms and conditions set forth herein, as well as any other notices, disclaimers, or restrictions posted on the Site (collectively, the "Terms of Use"). PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE SITE, YOU AGREE TO ADHERE TO AND BE BOUND BY THESE TERMS OF USE, AS THESE TERMS OF USE MAY BE MODIFIED FROM TIME TO TIME IN THE SOLE DISCRETION OF DEALERTRACK. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE, YOU ARE NOT PERMITTED TO USE THE SITE. Each time you enter in a login ID and password on the Site or enter the Site through a third party service provider, (1) you represent that you have been authorized to use the Site by either (i) a Dealer Information Owner ("DIO") employed by a dealership (a "Dealer") that has entered into an access agreement with Dealertrack, Inc., or predecessor-in-interest ("Dealertrack"); (ii) a financial institution or other financing source that has entered into an agreement with Dealertrack (a "Financing Source"); (iii) Dealertrack; or (iv) a party that has an agreement with Dealertrack, in accordance with the terms of such agreement; (2) you represent that you are an employee or agent of a party described in clause (i), (ii) or (iii) of item (1) above; (3) you represent that you are the user assigned to use the login ID and password that is accessing the Site and (4) you agree to be bound by the Terms of Use. Use of the Site is restricted to Dealertrack and its authorized users. Unauthorized use of the Site including, but not limited to, unauthorized entry into the Site, misuse of passwords, or misuse of any information within the Site is strictly prohibited. The Site is designed to allow users, Dealers, Financing Sources, and aftermarket product companies to transmit information electronically to one another, which may include without limitation, credit application information, contract status information, prospect reports, dealer reserve status, retail and lease rates, residual value information, payoff quotes, financing contracts, credit bureau information, extended service plans, insurance products, other after market products, and other information.

## INTELLECTUAL PROPERTY

You acknowledge and agree that, Dealertrack and/or its affiliates and/or its licensors shall own all worldwide right, title and interest in and to the Site and any applications, services, text, graphics, multimedia content, or other information, data, content or material available on or through the Site and pages within that domain, and all related code provided through the Site, any modifications, updates, upgrades, copies, derivative works, augmentations or customizations of the foregoing (collectively, "Materials"), including all worldwide intellectual property rights to the same, including without limitation, all United States, Canadian and worldwide patents, patent applications, copyrights, trademarks, trade secrets, rights of publicity and privacy and other proprietary rights. All rights not expressly granted to you herein are expressly reserved to Dealertrack and its affiliates and licensors.

Material from the Site may not be copied, reproduced, distributed or modified, except that you may print and provide credit applications, financing contracts, disclosures, and other materials as expressly provided on the Site for use with Financing Sources, Dealers and/or consumers.

Modification of the Materials or use of the Materials for any purpose other than that expressly permitted herein or otherwise on the Site is a violation of copyright and other proprietary rights and the use of any such Material on any other web site or computer environment is strictly prohibited.

You may submit feedback, suggestions or comments ("Feedback") that will universally enhance the Site. Dealertrack may, in its sole discretion, decide to incorporate some or all of this Feedback into the Site. Notwithstanding anything to the contrary herein, to the extent any portion of the Site, or any versions thereof or enhancements thereto are not deemed owned by Dealertrack, you hereby assign all of your right, title and interest in the Site or any such Feedback or enhancements to Dealertrack. You will execute such documents as may be deemed reasonably necessary to accomplish the objectives of this Section. You grant Dealertrack a worldwide, perpetual, nonexclusive, sublicensable, royalty-free license to use, reproduce, distribute, transmit, disclose, display, modify and create derivative works of any content, data, information or other materials you submit and/or receive through the Site; provided, that, Dealertrack shall do so in accordance with applicable law and/or the applicable agreement between the party that authorized you to use the Site and Dealertrack, if applicable.

## TRADEMARKS

"Dealertrack" and the Dealertrack logos as well as other related marks which may appear on the Site ("Marks"), are the service marks and trademarks of Dealertrack and/or its affiliates. All other trademarks, service marks and logos used on this Site, with or without attribution, are the trademarks, service marks or logos of their respective owners.

## THIRD PARTY CONTENT; THIRD PARTY SITES

Dealertrack is a distributor and not a publisher of information supplied to the Site by you, other users or third parties. Any credit information, opinions, advice, statements, services, contracts, offers, or other information that is part of the Materials on this Site that is expressed or made available by third parties, including Financing Sources, aftermarket product companies, credit bureau reporting agencies and/or Dealers or any other user of the Site, are those of the respective authors or distributors and not of Dealertrack. DEALERTRACK ASSUMES NO RESPONSIBILITY AND MAKES NO REPRESENTATIONS, WARRANTIES, RECOMMENDATIONS, ENDORSEMENTS OR APPROVALS WITH REGARD TO SUCH THIRD PARTY INFORMATION. It is your responsibility to evaluate and confirm the information, opinions, advice or other Material available through the Site, whether posted or provided by third parties or by Dealertrack.

The Site may contain hyperlinks to other web sites that are not operated by Dealertrack. Dealertrack does not control these web sites and is not responsible for their contents, nor should the existence of such links be construed as an endorsement of the material appearing on such sites or as implying an association between Dealertrack and their operators. Such hyperlinks are provided for your reference only.

## USER REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant to Dealertrack that:

You will comply at all times with all applicable federal, state, provincial and local laws, rules and regulations in your use of the Site and/or your use or disclosure of any data, information or materials you submit to or receive through the Site;

You will not use the Site for any purpose which is improper, unlawful, abusive, harassing, libelous, defamatory, obscene or threatening, or which violates the Terms of Use;

You will not use the Site to obtain the pay-off amount on any financial institution's customer's lease, loan or balloon account unless you have first received an express authorization from such customer to do so;

You will not, nor will you permit any other person, corporation or entity, without the prior written consent of Dealertrack to: (i) copy, duplicate or grant permission to the Site or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program or code associated with any software component of the Site; (iii) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Site or directly or indirectly permit any third party to use the Site; (iv) decompile or disassemble any software or other component of the Site or any report or document generated therefrom; (v) engage in any reverse engineering; (vi) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Site; (vii) export any application provided hereunder or any portion of the Site, or access the Site from outside the United States or Canada; or (viii) use Dealertrack's name, URL, trademarks, server, or other materials in connection with, or to transmit, any "spam." For the purposes of this agreement, "spam" has the meaning generally understood among Internet users;

Any transmission of data from your computer equipment or system will be free from (i) intentionally injurious instructions (e.g. "viruses") that are designed to modify, damage, delete or disable the Site or any applications thereon; (ii) any hidden passwords that permit unauthorized access to the data or the Site, or (iii) any embedded code that could trigger, shut down or disable the Site;

You have obtained all necessary licenses, releases and consents to grant the rights set forth herein;

You shall have all regulatory approvals, authorizations, licenses, permits, and other permissions, consents and authorities whatsoever needed to use the Site and perform your obligations hereunder; and

You will comply with the security measures set forth below under the heading "SECURITY".

If you are using the Site as an authorized user of a Dealer, you further represent, warrant and covenant to Dealertrack that:

Except for the credit applications, contracts and disclosures, vehicle payoff information, credit bureau reports and notices relating thereto that are specifically designated by Dealertrack as available to consumers, you will not show or display to any unauthorized person (including any customer), in printed form or in any other manner, any information on or related to the Site;

You will advise each credit applicant of the name and address of the financial institution(s) to whom the applicant's credit application will be submitted prior to actual submission of their credit application through the Site; and

As required by applicable law, you will either (i) read verbatim or (ii) provide a printed copy of all credit application disclosures and/or notices set forth on the Site to each applicant and obtain each applicant's consent to the terms in such disclosures and/or notices prior to submission of their application to any financial institution(s).

**NO WARRANTIES**

You acknowledge that there are certain security, corruption, transmission error and access availability risks with using open networks such as the Internet and you expressly assume such risks. Because user authentication on the Internet is difficult, Dealertrack cannot and does not confirm any user's purported identity.

THE SITE AND ANY APPLICATIONS, SERVICES, MATERIALS OR INFORMATION CONTAINED WITHIN THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, DEALERTRACK DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM THE COURSE OF DEALING OR PERFORMANCE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND ANY SITE-RELATED SERVICES OR INFORMATION OR MATERIALS.

IN ADDITION, DEALERTRACK DOES NOT WARRANT THAT THE FUNCTIONS ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN OR ON THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DEALERTRACK DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE SITE OR RESULTS OF THE USE OF THE SITE, SPECIFIC SERVICES OR APPLICATIONS PROVIDED THROUGH THE SITE, OR ANY MATERIALS OR INFORMATION ON THE SITE, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, LEGAL COMPLIANCE OR OTHERWISE. YOU (AND NOT DEALERTRACK) ASSUME THE ENTIRE RISK OF ANY RELIANCE ON THESE MATERIALS. UNDER NO CIRCUMSTANCES WILL DEALERTRACK BE LIABLE IN ANY WAY FOR ANY MATERIALS, INCLUDING, BUT NOT LIMITED TO, FOR ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR INFORMATION, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS, INFORMATION OR RESULTS POSTED, EMAILED OR OTHERWISE RECEIVED OR TRANSMITTED VIA THE SITE.

#### NO RENDERING OF LEGAL ADVICE

IN NO WAY DOES ANY DATA, INFORMATION, CONTENT OR MATERIAL PROVIDED THROUGH THE SITE (INCLUDING WITHOUT LIMITATION, ANY CONTRACTS, DISCLAIMERS AND MENUS) CONSTITUTE LEGAL ADVICE. DEALERTRACK IS NOT ENGAGED IN THE PRACTICE OF LAW OR IN PROVIDING LEGAL SERVICES. ACCESS TO, TRANSMISSION OR RECEIPT OF OR RELIANCE UPON CONTRACTS OR OTHER MATERIALS, DATA, CONTENT OR INFORMATION FROM THE SITE DOES NOT CREATE AND IS NOT INTENDED TO CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN YOU OR ANY OTHER PERSON AND DEALERTRACK. AS LEGAL ADVICE MUST BE TAILORED TO THE SPECIFIC CIRCUMSTANCES OF EACH CASE, AND LAWS ARE CONSTANTLY CHANGING, NOTHING PROVIDED HEREIN SHOULD BE USED AS A SUBSTITUTE FOR THE ADVICE OF COMPETENT COUSEL LICENSED IN THE APPLICABLE JURISDICTION WITH REFERENCE TO THE PARTICULAR CIRCUMSTANCES.

#### LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL DEALERTRACK, ITS AFFILIATES OR ITS SUBSIDIARIES, OR THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SPONSORS, AND OTHER PARTNERS OF EACH BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES,

WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, THE SERVICES AVAILABLE ON THE SITE, INFORMATION CONTAINED WITHIN THE SITE, OR RELIANCE ON ANY INFORMATION, MATERIALS OR RESULTS PROVIDED TO OR RECEIVED THROUGH THE SITE, EVEN IF DEALERTRACK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEALERTRACK'S LIABILITY, IF ANY, RESULTING FROM YOUR USE OF THE SITE IS GOVERNED BY THE APPLICABLE AGREEMENT BETWEEN THE PARTY THAT AUTHORIZED YOU TO USE THE SITE AND DEALERTRACK, IF ANY. ANY LIABILITY THAT DEALERTRACK MAY HAVE PURSUANT TO SUCH AGREEMENT WOULD BE TO THE PARTY THAT AUTHORIZED YOU TO USE THE SITE AND NOT YOU PERSONALLY. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED SERVICES, APPLICATIONS, MATERIALS OR INFORMATION IS TO STOP USING THE SITE AND/OR THOSE SERVICES, APPLICATIONS, MATERIALS OR INFORMATION.

#### INDEMNITY

You agree to indemnify, defend and hold Dealertrack and its subsidiaries, affiliates, and the respective officers, directors, agents, partners, sponsors, employees and independent contractors of each harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content, data, materials or information you submit, post to or transmit to or through the Site, your use of the Site or reliance upon any Materials provided through the Site, your connection to the Site, your violation of the Terms of Use, your use or disclosure of any content, data, materials or information received through the Site, your negligence, omissions or misconduct, your violation of any rights of another party, or your participation in or conducting of any transaction (or failure to conduct or complete a transaction) through the Site. This provision shall survive the expiration or termination of the Terms of Use and the applicable access agreement, lender agreement or other agreement between the party that authorized you to use the Site and Dealertrack, if any.

#### CONFIDENTIAL INFORMATION

"Confidential Information" shall mean the nonpublic and/or proprietary information revealed by Dealertrack, including without limitation all forms and types of financial, business, scientific, technical, economic or engineering information of Dealertrack, and including without limitation, the applications provided through the Site. You agree to keep all Confidential Information acquired from Dealertrack, whether in connection with your use of the Site or otherwise, confidential. You shall not use the Confidential Information except as expressly provided herein, and you shall not disclose the Confidential Information without express written permission from Dealertrack. All Confidential Information shall remain the property of Dealertrack and shall not in any manner be deemed licensed or transferred to you. You shall return or destroy all Confidential Information on Dealertrack's request, upon the termination of the Terms of Use, upon termination of your rights to use the Site, or upon termination of the access agreement or lender agreement under which you are authorized to use the Site.

You shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to your use of the Site or any applications, data or information provided on or through the Site. Without limiting the generality of the foregoing sentence, you agree that you will not use or disclose to any other party any nonpublic personal information which you receive in connection with the Terms of Use or through the Site, except as expressly permitted in the Terms of Use or by applicable law.

You acknowledge and agree that: (a) irreparable injury will result to Dealertrack in the event of a breach by you of this obligation of confidentiality, (b) Dealertrack's remedy at law for such breach is inadequate and (c) Dealertrack, in addition to any money damages for any such breach, shall be entitled to temporary and permanent injunctive relief without the necessity of proving damages, and that Dealertrack shall not be required to post bond as a condition of such relief. This provision shall survive the expiration or termination of the Terms of Use and the applicable access agreement, lender agreement or other agreement between Dealertrack and the party that authorized you to use the Site.

## SECURITY

USE OF THE SITE IS RESTRICTED TO DEALERTRACK AND ITS AUTHORIZED USERS. UNAUTHORIZED USE OF THE SITE INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ENTRY INTO THE SITE, MISUSE OF PASSWORDS, OR MISUSE OF ANY INFORMATION WITHIN THE SITE IS STRICTLY PROHIBITED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU HEREBY ACKNOWLEDGE AND AGREE THAT IT IS A VIOLATION OF THE TERMS OF USE TO LOG ONTO THE SITE WITH A LOGIN ID AND PASSWORD THAT WAS NOT ASSIGNED TO YOU PERSONALLY. YOU AGREE TO KEEP YOUR LOGIN ID CONFIDENTIAL AND TO IMMEDIATELY NOTIFY DEALERTRACK IF YOU LEARN THAT THE SECURITY OF YOUR LOGIN ID AND/OR PASSWORD HAVE BEEN COMPROMISED AND/OR IF YOU SUSPECT THAT ANYONE OTHER THAN YOURSELF HAS ACCESSED THE SITE WITH YOUR LOGIN ID AND PASSWORD.

You agree not to use any functions on the Site which you are not authorized to use. Without limiting the generality of the foregoing, you agree not to use the Site to obtain credit bureau reports in any manner that would violate applicable federal, state or local laws. You agree to access and/or enter information on the Site with respect to the entity by which you are employed only, and not to access any other entity's information.

## MODIFICATION OR TERMINATION OF THE SITE

Dealertrack reserves the right to withdraw, suspend or discontinue at any time and from time to time the Terms of Use, any Materials available on the Site and any functionality or features in or on the Site, including the cessation of all activities associated with the Site, with or without notice. Dealertrack reserves the right to change or modify the Terms of Use at any time. Any change or modification made by Dealertrack will be effective immediately upon posting on the Site and your continued use of the Site means that you have agreed to accept any changes or modifications made by Dealertrack. Dealertrack recommends that you revisit this web page from time to time. Not all Materials are available in all geographic areas. Dealertrack may, from time to time, introduce new Materials to the Site or modify or delete existing Materials. By using new Materials, such as new services, you agree to be bound by the rules concerning these Materials.

## LIMITED DISTRIBUTION AND TERRITORIAL CONSIDERATIONS

This Site is controlled and operated by Dealertrack from its offices within the State of New York, U.S.A. Dealertrack makes no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Use of or access to the Site shall not be construed as the purposeful availment of the benefits or privilege of doing business in any state other than the State of New York by Dealertrack.

## GOVERNING LAW AND JURISDICTION

The Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of New York, as it is applied to agreements entered into and to be performed entirely within New York and without giving effect to any principles of conflicts of laws. You agree that any legal lawsuit or other action brought by Dealertrack, you or any third party to enforce this agreement, or in connection with any matters related to this Site, shall be subject only to the jurisdiction of the state or federal courts located in either Suffolk County, New York or New York, New York, and you hereby expressly waive any challenge to the jurisdiction or venue of such courts.

## ADDITIONAL TERMS APPLICABLE TO USE OF CREDIT BUREAU SERVICES

The following terms shall apply to your use of the credit bureau service, if any:

You represent, warrant and covenant that:

You will not use the credit bureau application for any purpose that is improper or that violates the Terms of Use or any applicable federal, state or local law, rule or regulation;

You will comply with all applicable federal, state and local laws relating to your acquisition and use of credit information and other and other personally identifiable financial information, including, without limitation, the Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996, 15 U.S.C 1681 ("FCRA"), and Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 - 6810 and its implementing regulations wherever promulgated;

With respect to California consumers, you shall comply with all applicable provisions of the California Consumer Credit Reporting Agencies Act, Cal. Civ Code et seq., as amended, and hereby certify that (i) you are using the credit bureau application in connection with your employment by a "retail seller" as that term is define in Cal. Civ. Code 1802.3 that issues credit to consumers who appear in person on the basis of applications submitted in person, (ii) prior to requesting a consumer report through the Site, you have inspected the applicant's photo identification; (iii) you will only use the appropriate code number designated by the applicable credit reporting agency for accessing consumer reports for California consumers, (iv) if the address on the consumer credit report does not match the address on the application, you will take reasonable steps to verify the accuracy of the consumer's address, and either communicate with the consumer by telephone or in writing to confirm that the credit transaction is not the result of identity theft; and (v) if you receive a consumer credit report with a clearly identifiable notification, consisting of more than a tradeline, that information in the report has been blocked as the result of identity theft, you will not extend credit without taking reasonable steps to verify the consumer's identity and to confirm that the credit transaction is not the result of identity theft. This clause does not limit or otherwise restrict your duty to comply with clause (b) above;

With respect to Vermont consumers, you agree to comply with 9 Vermont Stat. Ann. 2480e and 2480g, and expressly agree to obtain the consumer's consent before requesting a consumer report through the Site to the extent and in the manner required by Vermont law. This clause does not limit or otherwise restrict your duty to comply with clause (b) above; and

You will make inquiries and use any consumer reports you receive only for the following purpose and no other purpose: In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer.(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 UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.)

You shall use each consumer report only for a one-time use and will hold in strict confidence each consumer report you receive and not distribute a copy to any other party, except as required or permitted by any law or other lawful order.

#### ADDITIONAL TERMS APPLICABLE TO eCONTRACTING

The following terms shall apply to your use of the eContracting service, if any:

You represent, warrant and covenant that:

You shall provide each consumer with a legible paper copy of any contract that will be transmitted through the Site before the consumer executes any such contract and, if required by applicable law, you will timely provide the consumer with an exact copy of the fully-executed contract;

Each paper copy of contracts provided to consumers pursuant to clause (a) above will comply with all requirements of applicable law;

You will promptly disclose to each consumer, before the first instance where the consumer is directed to apply an electronic signature, that affixing an electronic signature is legally binding to the contract as a whole or to specific terms and provisions of the contract, as the context may be; and

You will not modify any contract other than to provide information in the fields designed to be customized.

You will comply with the Dealertrack System Rules for eContracting and Vaulting Services for Three Party Contracts attached hereto as Exhibit A.

#### Disclaimers

IN NO WAY LIMITING THE DISCLAIMERS SET FORTH ABOVE, DEALERTRACK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY CONTRACTS OR AGREEMENTS (COLLECTIVELY "CONTRACTS") PROVIDED THROUGH THE SITE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING THE ACCURACY, COMPLETENESS, ENFORCEABILITY, LEGALITY, VALIDITY, BINDING EFFECT OR ADEQUACY OF SUCH CONTRACTS.

#### Exhibit A

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

These System Rules (these "System Rules") for eContracting and Vaulting Services for Three Party Contracts (as defined below) by and between Dealertrack, Inc., f/k/a Dealertrack.com, Inc.



("Dealertrack"), and all Participants (as defined below) govern the access to and use of the System by Participants, for the creation, transfer and storage of Three Party Contracts .

These System Rules apply only to the creation, transfer and storage of Three Party Contracts. Creation, transfer and storage of Two Party Contracts (defined below) via the System are not governed by this document, but are rather governed by a separate document (entitled Dealertrack System Rules for eContracting and Vaulting Services for Two Party Contracts).

In the event of any conflict between these System Rules and any applicable Dealer Agreement or Purchaser Agreement (defined below), the terms of the applicable Dealer Agreement or Purchaser Agreement will control. In accordance with the applicable Dealer Agreement or Purchaser Agreement, Dealertrack and all Participants using eContracting or Vaulting Services are bound by these System Rules.

#### 1.0 Definitions.

1.1 Advance Notice. Unless otherwise specified, "Advance Notice" shall mean commercially reasonable notice prior to the occurrence of certain events, as specified in these System Rules.

1.2 Authoritative Copy. A single copy of an eContract that can be identified and distinguished from all other copies of the eContract. After being signed, the Authoritative Copy is unalterable without the alteration being detected and identified as either an authorized or unauthorized change.

1.3 Certificate Authority. A third-party Person that adheres to FIPS 140-2 or the then current industry standard in issuing digital certificates used to create digital signatures and public-private encryption key pairs.

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

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

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

1.7 Custodian. A Person who maintains the Authoritative Copy of an eContract on behalf of the Owner of Record. Dealertrack is the designated Custodian of all eContracts stored on the System.

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

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

1.10 eContract. A motor vehicle retail installment sales contract or motor vehicle lease, evidenced by an electronic record that has been (i) electronically Signed, and (ii) stored in electronic format.

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

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

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

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

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

1.15 Owner of Record. The Person having Control of the eContract and who is entitled to transfer Control of the eContract to another Person.

1.16 Ownership Record. An electronic record maintained by the System which documents the creation, transfer, Exportation, Payoff, Charge-off, and Termination of an eContract.

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

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

1.19 Person. Any individual or legal or government entity, including without limitation a corporation, partnership, joint venture, joint stock company, unincorporated organization or group, limited liability company, association, trust, or any government agency, instrumentality or political jurisdiction or subdivision.

1.20 Purchaser. A Person, including but not limited to a financial institution, a lender or other financing source, that purchases an eContract via the System.

1.21 Purchaser Agreement. The agreement between Dealertrack and a Purchaser governing the Purchaser's use of eContracts and/or the System, which incorporates these System Rules by reference, either directly or indirectly.

1.22 Record. Information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

1.23 Signed or Signature. An electronic sound, symbol, or process attached to or logically associated with a Record and executed or adopted by a Person with the intent to sign the Record, which also qualifies as authentication when required to do so under UCC Revised Article 9.

1.24 System. Dealertrack's web-enabled data processing system that permits Dealers to create eContracts, facilitates the transfer of data from Dealers to Purchasers, provides for the secure storage of eContracts in an electronic Vault, and allows for the transfer of Control of eContracts from the Dealer, to the Purchaser, and subsequent securitization and transfer in the secondary market.

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

1.26 Three Party Contract. An eContract which, on its face, names a Dealer as the original creditor to whom the obligation evidenced by the eContract is payable and involves the assignment of such eContract to a Purchaser.

1.27 Two Party Contract. An eContract which, on its face, names a financing source as the original creditor to whom the obligation evidenced by the eContract is payable, even though a Dealer may have negotiated it and obtained Signatures on the financing source's behalf.

1.28 UCC Revised Article 9. Revised Article 9 of the Uniform Commercial Code as enacted in the applicable controlling jurisdiction, as amended or supplemented from time to time. Section number citations refer to the Official Text as drafted by the National Conference of Commissioners on Uniform State Laws.

1.29 UETA. The Uniform Electronic Transactions Act as enacted in the applicable controlling jurisdiction, as amended or supplemented from time to time. Section number citations refer to the Official Text as drafted by the National Conference of Commissioners on Uniform State Laws.

1.30 Vault or Vaulting. The electronic storage, access, and Control transfer system managed by Dealertrack as Custodian, which provides Persons, including, without limitation, Dealers and Purchasers, with secure storage and management of Authoritative Copies and facilitates the transfer of Control of Authoritative Copies.

1.31 Tablet. An Apple iPad or Android Tablet

## 2.0 Participant Administration.

2.1 Administrator. Each Participant will identify one or more administrators (each, an "Administrator") who will supervise and coordinate all the Participant's responsibilities under the applicable Dealer Agreement or Purchaser Agreement. Each Participant shall have at least one active Administrator at all times.

2.2 Credentials. Administrators are responsible for distributing Credentials to the Participant's authorized employees and agents for accessing the System and for establishing the level of access permissions associated with each Credential. Administrators are also responsible for informing

employees of the responsibilities and security involved with the use of a Credential and maintaining each Credential.

2.3 Access Permissions. Dealertrack may add, modify, or eliminate access permissions available to an Administrator from time to time in its reasonable discretion; provided, however,, Dealertrack shall use commercially reasonable efforts to provide Advance Notice to the affected Administrators.

2.4 Powers of Administrator. Administrators will create, modify, or delete users and assign specific users the available access permissions.

2.5 Procedures for Disabling Administrators. If at any time Participant wants to remove an Administrator, Participant shall immediately disable such former Administrator's Credentials.

2.6 Dealertrack's Reliance on Credentials and Administrators' Instructions; Arbitration of Disputes.

2.6.1 Participants agree that Dealertrack may act in reliance upon any instruction, instrument or signature of any Administrator reasonably believed by Dealertrack to be genuine. Dealertrack may assume that an Administrator who gives any written or electronic notice, request, or instruction has the authority to do so. Dealertrack will not be required to inquire into the truth or evaluate the merits of any statement or representation contained in any notice or document presented by the Administrator. Dealertrack may ignore any instruction, instrument or signature of any Person not identified to Dealertrack as a then-current Administrator in accordance with these System Rules.

2.6.2 Participants will take all reasonable precautions to prevent unauthorized use of Credentials. Any Person using a Credential is conclusively deemed to have actual authority to engage in any Vaulting activity for which such Credential is authorized in accordance with the System Rules. Dealertrack may rely on information and instructions received by a Person using a Credential distributed by Participant unless the Participant provides Dealertrack Advance Notice that a Credential has been compromised. Dealertrack shall incur no liability for such reliance. For purposes of this section, Advance Notice is two business days' actual notice delivered in accordance with the applicable Dealer Agreement or Purchaser Agreement. In the event of any breach by Participant (or any employee or representative of Participant) of security measures established by Dealertrack in accordance with these System Rules, including use of Vaulting by any unauthorized Person, Dealertrack shall, after providing Participant with notice of the breach, have the right to immediately restrict Participant's access to the affected portion of Vaulting until such breach has been remedied to the reasonable satisfaction of Dealertrack.

2.6.3 Dealertrack reserves the right to arbitrate any disputes between Participants regarding the Administrator's instructions or any Person's Vaulting activities until the dispute is resolved. The cost of such arbitration shall be borne by the related Participants, not Dealertrack, and such Participants shall reimburse Dealertrack for any reasonable costs incurred by Dealertrack in connection with any such arbitration.

2.7 Interface with System. Each Participant will manage eContracts within the System through direct communication from the Participant's servicing or other system, if available ("Direct Communication Link") or online through the Dealertrack Web-based interface ("Web-Based Interface").

2.7.1 A Direct Communication Link allows the Participant to extend existing servicing or other system capabilities to manage eContracts by interfacing with the Vault using the Dealertrack-defined XML messaging interface.

2.7.2 The Web-Based Interface provides the Participant with an online application to manage eContracts stored in the Vault. Participant employees will have permissions to access the System as defined in Sections 2.2 and 2.3 of these System Rules.

2.8 Breach of Security Measures. If Dealertrack reasonably believes that a Participant, an employee or agent of the Participant, or a Person using Credentials issued by the Participant has breached a security measure established by Dealertrack, the applicable Dealer Agreement or Purchaser Agreement, or any of these System Rules, Dealertrack has the right, in its sole discretion, to restrict the Person's and/or Participant's access to the System until the Participant can establish to Dealertrack's satisfaction that it has addressed the cause(s) of the security breach. Dealertrack may terminate or restrict the use of any individual Credential for the same reasons. Participant acknowledges that, due to the severity of such security breaches, Dealertrack may be required to restrict or terminate access or Credentials immediately, but Dealertrack shall generally endeavor to provide reasonable advance notice before restriction or termination. If Dealertrack is unable to provide reasonable advance notice, Dealertrack shall notify Participant immediately following restriction or termination, so that Dealertrack and the Participant may work to resolve the issue as soon as practicable.

2.9 Agreement to use Records and Signatures for eContracting and Vaulting. Each Participant agrees to the use of electronic Records and Signatures for eContracting and Vaulting in connection with the System. All Records created, delivered, managed or stored by the System will be deemed the equivalent of writings. All manifestations of assent by a Person using a Credential, including without limitation click-throughs and typed or digitized handwritten signatures, shall be intended to serve as Signatures and shall be deemed the equivalent of a manual signature.

### 3.0 Creation of eContracts.

The System has two alternative ways to create eContracts:

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

- A. Provision of eContract and Disclosures to Borrowers. Once the System creates a review draft of an eContract, the Dealer shall print a copy of the eContract for the customer to review, as well as any other disclosures required by applicable law. The printed copy of the eContract will contain a watermark on each page indicating it is a review copy, and the signature blocks will be blacked out to prevent execution of the review copy. After the System prints the review copy, the System will allow the Dealer to (i) cancel the eContract; (ii) modify the eContract; or (iii) execute the eContract. If the Dealer modifies the eContract data, the Dealer must resubmit the modified data to the Financing Source, and upon the Financing Source's approval of the modification, the Dealer must provide a revised review copy to the customer pursuant to this Section. Dealers are responsible for testing and ensuring that the eContract is printed accurately.
- B. Execution of eContracts. The System will display the required signature blocks for the buyer, co-buyer (if applicable), and, if required, the dealer based on the products selected and the requirements of the applicable Financing Source (i.e., warranty, credit life, accident, and health insurance, and GAP).
- C. The Dealer will obtain the Signatures from the contracting parties using an electronic signature pad supplied or approved by Dealertrack for the collection and binding of signatures to the eContract.
- D. The date and time the System logs the association of a Signature with an eContract will be presumed accurate in the absence of specific evidence to the contrary.
- E. Once a Signature is logically associated with the eContract, modifications to the eContract (other than the addition of other Signatures) requires termination and re-initiation of the eContracting process.

- F. All required Signatures do not have to be obtained at the same time (unless required by the policies of a particular Financing Source). But all required Signatures must be obtained within a five (5) day period (or such other period as Dealertrack may establish from time to time, in its sole discretion). The System will only store a partially signed eContract for five (5) days after the first Signature is attached to the eContract.
  
- G. Once a Dealer obtains all required Signatures, the System will generate a forced print of the fully executed Non-Authoritative Copy of the eContract.

### 32 Providing Contract Disclosures and Obtaining Signatures Using a Tablet. .

- A. Once eContract data has been completely collected and approved by the Financing Source, the Dealer has the ability to (i) cancel the eContract; (ii) modify the eContract; or (iii) execute the eContract. If the Dealer modifies the eContract data, the Dealer must resubmit the modified data to the Financing Source, and upon the Financing Source's approval of the modification, the Dealer must begin the Execution of the contract anew.

B. Disclosures to Borrowers. The Dealer will present the Tablet to the Borrower, which will identify the Borrower by name on-screen. The Borrower will then be presented with the Terms and Conditions (Consent to do Business Electronically), for which the Borrower will need to click Agree in order to proceed with the Execution process. The System will then display the eContract on screen, and the Borrower will be required to review the eContract in full (scroll to the bottom) in order to begin eContract Execution. The Borrower will have the right to request a paper copy of the Review Copy of the eContract for review in lieu of or in addition to reviewing the Review Copy on the Tablet.

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



D. The System will obtain the Signatures from the contracting parties, and the parties must select each signature block within the eContract in order to apply the Signature.

E. The date and time the System logs the association of a Signature with an eContract will be presumed accurate in the absence of specific evidence to the contrary.

F. Once a Signature is logically associated with the eContract, modifications to the eContract (other than the addition of other Signatures) requires termination and re-initiation of the eContracting process.

G. All required Signatures do not have to be obtained at the same time (unless required by the policies of a particular Financing Source). But all required Signatures must be obtained within a five (5) day period (or such other period as Dealertrack may establish from time to time, in its sole discretion). The System will only store a partially signed eContract for five (5) days after the first Signature is attached to the eContract.

H. Once the System obtains all required Signatures and they are applied to all signature blocks by all parties, the System will generate a forced print of the fully executed Non-Authoritative Copy of the eContract.

3.3. Once a Dealer obtains all required Signatures, and submits the eContract to a Financing Source, Dealer hereby agrees not to submit the eContract or a paper version of the eContract to any other financing source unless the pending submission is rejected.

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

#### 4.0 Authoritative Copy.

4.1 Creation of an Authoritative Copy. Once a Dealer obtains all necessary Signatures for an eContract and submits it to a Financing Source, the System will create an Authoritative Copy of the eContract and submit the Authoritative Copy to the Dealer's logical segment of the Vault. Until Control is transferred to a Purchaser, the Dealer is the Owner of Record. The System will create an Authoritative Copy as follows:

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

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

4.1.3 Once the System verifies the digital certificate and the integrity of the eContract, the System will seal the eContract with an additional digital certificate and embed a date/time stamp in the sealed eContract to indicate the time at which the eContract is transferred into the Vault.

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

4.2 Single Authoritative Copy. There will be a single Authoritative Copy of an eContract at all times, stored in the Owner of Record's logical segment of the Vault unless and until the eContract is Exported in accordance with these System Rules. The Authoritative Copy will be the copy held and designated as such in the System. Access to the Authoritative Copy will be limited as defined in Section 2.0 of these System Rules. The Authoritative Copy will be designated as such when viewed.

4.2.1 Except for back-up copies created by the System and stored in a separate location, the Authoritative Copy will not be copied or printed without the copy or printout being watermarked or legended indicating it as a Non-Authoritative Copy. Each Participant agrees not to alter, erase, modify, or conceal such watermark or legend. The Authoritative Copy may not be altered without detection by the System.

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

4.2.3 Dealertrack will be the designated Custodian of the Authoritative Copy for the Owner of Record at all times while the Authoritative Copy is stored in the Vault.

4.2.4 The Authoritative Copy of the eContract will at all times remain the property of the Owner of Record. In no event and under no circumstances will Dealertrack claim any ownership interest in the Authoritative Copy.

4.2.5 Dealertrack may at any time, without prior notice, restore a damaged or corrupted Authoritative Copy from System back-up. The restored copy will then be designated as the Authoritative Copy in the System in accordance with Section 4.6.

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

4.3.1 An Ownership Record entry will be created for each of the following events: (A) creating the Authoritative Copy (“Deposit”); (B) transferring Control of the Authoritative Copy (“Transfer of Control”); (C) exporting the Authoritative Copy to another Vault or in paper form (“Export (Electronic/Paper)”); (D) exporting the Authoritative Copy to a Purchaser (“Export to Purchaser”); (E) paying off the underlying eContract (“Payoff”); (F) charging off the underlying eContract (“Charge-off”); and (G) terminating the underlying eContract (“Termination”) (collectively, the “Transaction Types”). The events for which an Ownership Record entry is created may be modified or supplemented by Dealertrack from time to time, in Dealertrack’s reasonable discretion.

4.3.2 Each Ownership Record will contain the following fields (populated as applicable), as modified or supplemented by Dealertrack from time to time, in Dealertrack’s reasonable discretion: (A) Dealertrack ID number; (B) Purchaser ID number; (C) buyer or lessee name; (D) co-buyer or co-lessee name; (E) transferor organization name; (F) transferor organization address; (G) transferee organization name; (H) transferee organization address; (I) date; (J) time; (K) Transaction Type; (L) user ID; and (M) user name.

4.3.3 The Ownership Record will be maintained by the System for the initial term of the eContract plus seven (7) years, unless Dealertrack receives written notice, prior to the expiration of such seven (7) year time frame, from the Owner of Record that the Ownership Record needs to be preserved for a longer period of time.

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

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

4.6 System Back-up of Authoritative Copies. The System will create a back-up of all data on the System, including Authoritative Copies, on a near real-time basis and on a daily basis. In the event

that an Authoritative Copy is lost or destroyed, a back-up of the Authoritative Copy will be designated as the Authoritative Copy at the time the Authoritative Copy is restored. There will only be one Authoritative Copy of an eContract at any given time.

5.0 Storage of eContracts. Each Authoritative Copy created pursuant to Section 4.1 will be stored by the System on behalf of the Owner of Record until the Owner of Record transfers Control of the eContract, Exports the Authoritative Copy or Terminates the eContract.

5.1 Vault Monitoring. Once the Authoritative Copy is stored on the System, the Vault will monitor the integrity of the Authoritative Copy.

5.2 Access to Authoritative Copy. Access to the Authoritative Copy will be limited by the Access Permissions, as defined in Sections 2.2 and 2.3 of these System Rules.

5.3 Dealer's Right to View Assigned eContracts. Once an eContract has been assigned, the Dealer may view a Non-Authoritative Copy of the eContract for a limited period of time established by Dealertrack from time to time, in Dealertrack's reasonable discretion.

6.0 Submission of eContract for Acceptance and Funding.

6.1 Purchaser Funding. Funding of the purchase of the eContract shall be accomplished in accordance with the separate agreement of the transferor and the transferee. Dealertrack has no responsibility for determining when, or whether, funding or payment has occurred. The occurrence or non-occurrence of funding or payment shall not be relevant to a determination of the Owner of Record on the System.

6.2 Additional Print Copies During Funding Process. Following the initial submission by the Dealer, for a period of time established by Dealertrack in its reasonable discretion the Dealer and the Financing Source may request additional print copies of the Non-Authoritative Copy of the eContract. All printed copies of the eContract, other than those Exported to paper in accordance with Section 7.5, will be identified with an appropriate mark identifying it as a Non-Authoritative Copy.

7.0 Transfer of Control.

7.1 Initial Transfer of Control from Dealer to Financing Source. There is a two-step protocol for the initial transfer of Control of an Authoritative Copy to a Purchaser. The Dealer will initiate a

transfer of Control of the Authoritative Copy by submitting the data on an eContract to a Financing Source via the System. Once the Financing Source confirms its willingness to accept the eContract via the System, the eContract is assigned in accordance with the agreement of the transferor and transferee and Control is transferred to the Financing Source as Purchaser by the System on behalf of the Dealer, as the Dealer's authorized electronic agent. The Authoritative Copy of the eContract is stored in the Financing Source's segment of the Vault. A Non-Authoritative Copy will be stored in the Dealer's segment of the Vault, and the Ownership Record will be updated to reflect the transaction. If the Financing Source chooses, it may transfer the Authoritative Copy to its own separate secure storage facility pursuant to Section 7.5.

7.2 Transfer of Control to Purchaser. An Owner of Record may transfer Control of an Authoritative Copy within the System to any other Person who participates in the System. Once a Purchaser has agreed to transfer Control of an eContract, the current Owner of Record will initiate a transfer of Control of the Authoritative Copy. Once the transferee confirms its willingness to accept the Authoritative Copy, the eContract is assigned in accordance with the agreement of the transferor and transferee and Control is transferred to the transferee. The Authoritative Copy of the eContract will then be stored in the transferee's segment of the Vault. A Non-Authoritative Copy will be stored in the transferor's segment of the Vault, and the Ownership Record will be updated to reflect the transaction. The transferor may not offer Control of the eContract to any other Person unless and until the outstanding offer is rejected. Dealertrack will have no responsibility for determining when, or whether, consideration for the transfer has been received. The receipt or non-receipt of consideration shall not be relevant to a determination of the Owner of Record on the System.

7.3 Pooled or Aggregated Transfers of Control. The System will allow an Owner of Record to identify a pool of eContracts to initiate a transfer of Control. The transfer of Control of the eContracts in the pool will be completed pursuant to the protocol identified in Section 7.2.

7.4 Transfer of Control Back to Dealer. The System will allow a Financing Source to transfer Control of an Authoritative Copy back to the Dealer at any time and the Dealer authorizes the System to accept the transfer on the Dealer's behalf. Dealertrack will have no responsibility for determining that the Financing Source had good cause to transfer Control of an Authoritative Copy to a Dealer. The Dealer's sole recourse in the event of a dispute over the propriety of the transfer will be to the Financing Source making the transfer, and not to Dealertrack.

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

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

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

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

7.5.4 An Owner of Record who requests the Export of an eContract from the System is granting Dealertrack the authority to perform the Export. **Notwithstanding any other provision of these System Rules, Dealertrack does not represent or warrant that an exported Authoritative Copy will be enforceable or that it will qualify as chattel paper.**

7.6 Recourse obligations of transferors. If an eContract is in default, the recourse obligation of each transferor of the eContract in the Ownership Record shall be determined in accordance with the agreement of each transferor and transferee. Unless otherwise agreed between the transferor and transferee, all transfers of Control are deemed to be “without recourse.” The absence of a recourse obligation shall not limit the warranty obligations of Dealers under Section 7.7.

7.7 Transfer Warranties. A transferor who transfers an eContract warrants to the transferee, and to any subsequent transferee, that: (i) the transferor is a Person entitled to enforce the eContract; (ii) the eContract was maintained by the transferor or its designated custodian in accordance with these System Rules; (iii) the eContract is not subject to a defense or claim in recoupment of any party which can be asserted against the transferor; and (iv) the transferor has no knowledge of any insolvency proceeding commenced with the debtor under the eContract. In no event shall Dealertrack be liable for the transferor’s breach of any of these warranties.

7.8 Dealer Warranties. A Dealer who places an eContract with a Financing Source warrants to the Financing Source, and to any subsequent transferee, that: (i) if the Dealer was the original creditor under the eContract, the Dealer is entitled to enforce the eContract; (ii) all Signatures on the eContract are authentic and authorized; (iii) the Dealer provided the customer the option to receive a paper copy of the eContract to the customer prior to execution; (iv) the Dealer delivered a fully-executed copy of the eContract to the customer after execution; (v) in jurisdictions that require the use of specific colors other than black for all or part of the text of an eContract, or that require the eContract to be duplexed, the paper copies were printed on a duplex color printer and featured the correct text colors; (vi) the eContract has not been altered without detection; (vii) the eContract is not subject to a defense or claim in recoupment of any party which can be asserted against the Dealer; and (viii) the Dealer has no knowledge of any insolvency proceeding commenced with the debtor under the eContract. In no event shall Dealertrack be liable for the Dealer’s breach of any of these warranties.

7.9 Communication. The Participants agree that the procedures for transfer of Control described in these System Rules constitute “communication” and “transmission” of the Authoritative Copy in accordance with UCC Revised Article 9 §9-105. Participants who becomes the Owner of Record acknowledge that the Authoritative Copy has for all purposes been “sent” by the customer or transferor and “received” by the transferee.

## 8.0 Conversion of Signed eContracts to Paper Originals.

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

8.2 Legend. At the time of the conversion to paper, the System will mark the paper original with a statement that it is the written original of an eContract previously held in electronic form. The

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

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

8.4 Non-Reversible. The process of converting an eContract to paper will not be reversible. Only one copy of the Authoritative Copy may be printed out with the statement that it is the written original. Once the copy is successfully printed, the Authoritative Copy in the Vault will be de-certified and the System will reflect that the eContract has been converted to paper. Any later transfer of the tangible chattel paper will require a manual assignment.

**9.0 Compliance with Law. Dealertrack does not represent, warrant or covenant that these System Rules comply with applicable law or satisfy any legal requirement. Without limiting the generality of the foregoing, Dealertrack does not represent, warrant or covenant that an eContract originated or maintained in the System through eContracting or Vaulting will be enforceable, qualify as chattel paper or result in a perfected first priority security interest.**

10.0 Breach of these System Rules. A breach of these System Rules shall be a breach of, and governed by, the applicable Dealer Agreement or Purchaser Agreement.

## **Exhibit B**

### DEALERTRACK SYSTEM RULES FOR

### eCONTRACTING AND VAULTING SERVICES FOR TWO-PARTY CONTRACTS

These System Rules (these "System Rules") for eContracting and Vaulting Services for Two Party eContracts (as defined below) by and between Dealertrack, Inc ("Dealertrack"), and all Participants (as defined below) govern the access to, and use of, the System (defined below) by Participants for the creation, transfer and storage of Two Party Contracts (defined below).

These System Rules apply only to the creation, transfer and storage of Two Party Contracts. Creation, transfer and storage of Three Party Contracts (defined below) via the System are not governed by this document, but are rather governed by a separate document (entitled Dealertrack System Rules for eContracting and Vaulting Services for Three Party Contracts).

In the event of any conflict between these System Rules and any applicable Dealer Agreement, Financing Source Agreement, or Purchaser Agreement (defined below), the terms of the applicable Dealer Agreement, Financing Source Agreement, or Purchaser Agreement will control. In accordance with the applicable Dealer Agreement, Financing Source Agreement, or Purchaser Agreement, Dealertrack and all Participants using eContracting or Vaulting Services are bound by these System Rules.

## 1.0 Definitions.

1.1 Advance Notice. Unless otherwise specified, "Advance Notice" shall mean commercially reasonable notice prior to the occurrence of certain events, as specified in these System Rules.

1.2 Authoritative Copy. A single copy of an eContract that can be identified and distinguished from all other copies of the eContract. After being Signed, the Authoritative Copy is unalterable without the alteration being detected and identified as either an authorized or unauthorized change.

1.3 Certificate Authority. A third-party Person that adheres to FIPS 140-2 or the then current industry standard in issuing digital certificates used to create digital signatures and public-private encryption key pairs.

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

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

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



1.7 Custodian. A Person who maintains the Authoritative Copy of an eContract on behalf of the Owner of Record. Dealertrack is the designated Custodian of all eContracts stored on the System.

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

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

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

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

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

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

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

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

1.16 Owner of Record. The Person in Control of the eContract and who is entitled to transfer Control of the eContract to another Person.

1.17 Ownership Record. An electronic record maintained by the System which documents the creation, transfer, Exportation, Payoff, Charge-off, and Termination of an eContract.

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

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

1.20 Person. Any individual or legal or government entity, including without limitation a corporation, partnership, joint venture, joint stock company, unincorporated organization or group, limited liability company, association, trust, or any government agency, instrumentality, or political jurisdiction or subdivision.

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

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

1.23 Record. Information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

1.24 Signed or Signature. An electronic sound, symbol, or process attached to or logically associated with a Record and executed or adopted by a Person with the intent to sign the Record, which also qualifies as authentication when required to do so under UCC Revised Article 9.

1.25 System. Dealertrack's web-enabled data processing system that permits Dealers, as agents for Financing Sources, to create eContracts, facilitates the transfer of data from Dealers to Financing Sources and Financing Sources to Purchasers, provides for the secure storage of eContracts in an

electronic Vault, and allows for the transfer of Control of eContracts from the Financing Source to a Purchaser, and subsequent securitization and transfer into the secondary market.

1.26 Tablet. An Apple iPad or Android Tablet

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

1.28 Three Party Contract. An eContract which, on its face, names a Dealer as the original creditor or lessor to whom the obligation evidenced by the eContract is payable and involves the assignment of such eContract to a Purchaser.

1.29 Two Party Contract. An eContract which, on its face, names a Financing Source as the original creditor or lessor to whom the obligation evidenced by the eContract is payable, even though a Dealer may have negotiated it and obtained Signatures as agent for the Financing Source.

1.30 UCC Revised Article 9. Revised Article 9 of the Uniform Commercial Code as enacted in the applicable controlling jurisdiction, as amended or supplemented from time to time. Section number citations refer to the Official Text as drafted by the National Conference of Commissioners on Uniform State Laws.

1.31 UETA. The Uniform Electronic Transactions Act as enacted in the applicable controlling jurisdiction, as amended or supplemented from time to time. Section number citations refer to the Official Text as drafted by the National Conference of Commissioners on Uniform State Laws.

1.32 Vault or Vaulting. The electronic storage, access, and Control transfer system managed by Dealertrack as Custodian, which provides Persons, including, without limitation, Dealers, Financing Sources and Purchasers, with secure storage and management of Authoritative Copies and facilitates the transfer of Control of Authoritative Copies.

2.0 Participant Administration.

2.1 Administrator. Each Participant will identify one or more administrators (each, an "Administrator") who will supervise and coordinate all the Participant's responsibilities under the applicable Dealer Agreement, Financing Source Agreement or Purchaser Agreement. Each Participant shall have at least one active Administrator at all times.

2.2 Credentials. Administrators are responsible for distributing Credentials to the Participant's authorized employees and agents for accessing the System and for establishing the level of access permissions associated with each Credential. Administrators are also responsible for informing employees of the responsibilities and security involved with the use of a Credential and maintaining each Credential.

2.3 Access Permissions. Dealertrack may add, modify, or eliminate access permissions available to an Administrator from time to time in its reasonable discretion; provided, however, Dealertrack shall use commercially reasonable efforts to provide Advance Notice to the affected Administrators.

2.4 Powers of Administrator. Administrators will create, modify, or delete users and assign specific users the available access permissions.

2.5 Procedures for Disabling Administrators. If at any time Participant wants to remove an Administrator, Participant shall immediately disable such former Administrator's Credentials.

2.6 Dealertrack's Reliance on Credentials and Administrators' Instructions; Arbitration of Disputes.

2.6.1 Participants agree that Dealertrack may act in reliance upon any instruction, instrument or signature of any Administrator reasonably believed by Dealertrack to be genuine. Dealertrack may assume that an Administrator who gives any written or electronic notice, request, or instruction has the authority to do so. Dealertrack will not be required to inquire into the truth or evaluate the merits of any statement or representation contained in any notice or document presented by the Administrator. Dealertrack may ignore any instruction, instrument or signature of any Person not identified to Dealertrack as the then-current Administrator in accordance with these System Rules.

2.6.2 Participants will take all reasonable precautions to prevent unauthorized use of Credentials. Any Person using a Credential is conclusively deemed to have actual authority to engage in any Vaulting activity for which such Credential is authorized in accordance with the System Rules. Dealertrack may rely on information and instructions received by a Person using a Credential

distributed by Participant unless the Participant provides Dealertrack Advance Notice that a Credential has been compromised. Dealertrack shall incur no liability for such reliance. For purposes of this section, Advance Notice is two business days' actual notice delivered in accordance with the applicable Dealer Agreement, Financing Source Agreement or Purchaser Agreement. In the event of any breach by Participant (or any employee or representative of Participant) of security measures established by Dealertrack in accordance with these System Rules, including use of Vaulting by any unauthorized Person, Dealertrack shall, after providing Participant with notice of the breach, have the right to immediately restrict Participant's access to the affected portion of Vaulting until such breach has been remedied to the reasonable satisfaction of Dealertrack.

2.6.3 Dealertrack reserves the right to arbitrate any disputes regarding the Administrator's instructions or any Person's Vaulting activities until the dispute is resolved. The cost of such arbitration shall be borne by the related Participants, not Dealertrack, and such Participants shall reimburse Dealertrack for any reasonable costs incurred by Dealertrack in connection with any such arbitration.

2.7 Interface with System. Each Participant will manage eContracts within the System through a direct communication from the Participant's servicing or other system, if available ("Direct Communication Link") or online through the Dealertrack web-based interface ("Web-Based Interface").

2.7.1 A Direct Communication Link allows the Participant to extend existing servicing or other system capabilities to manage eContracts by interfacing with the Vault using the Dealertrack-defined XML messaging interface.

2.7.2 The Web-Based Interface provides the Participant with an online application to manage eContracts stored in the Vault. Participant employees will have permissions to access the System as described in Sections 2.2 and 2.3 of these System Rules.

2.8 Breach of Security Measures. If Dealertrack reasonably believes that a Participant, an employee or agent of the Participant, or a Person using Credentials issued by the Participant has breached a security measure established by Dealertrack, the applicable Dealer Agreement, Financing Source Agreement, or Purchaser Agreement, or any of these System Rules, Dealertrack has the right, in its sole discretion, to restrict the Person's and/or Participant's access to the System until the Participant can establish to Dealertrack's satisfaction that it has addressed the cause(s) of the security breach. Dealertrack may terminate or restrict the use of any individual Credential for the same reasons. Participant acknowledges that, due to the severity of such security breaches, Dealertrack may be required to restrict or terminate access or Credentials immediately, but Dealertrack shall generally endeavor to provide reasonable Advance Notice before restriction or termination. If Dealertrack is unable to provide Advance Notice, Dealertrack shall notify Participant immediately following

restriction or termination, so that Dealertrack and the Participant may work to resolve the issue as soon as practicable.

2.9 Agreement to Use Electronic Records and Signatures for eContracting and Vaulting. Each Participant agrees to the use of electronic Records and Signatures for eContracts and Vaulting in connection with the System. All electronic Records created, delivered, managed, or stored by the System will be deemed the equivalent of writings. All manifestations of assent by a Person using a Credential, including without limitation click-throughs and typed or digitized handwritten signatures, shall be intended to serve as Signatures and shall be deemed the equivalent of a manual signature.

### 3.0 Creation of eContracts.

The System has two alternative ways to create eContracts:

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

- H. Provision of eContract and Disclosures to Borrowers. Once the System creates a review draft of an eContract, the Dealer shall print a copy of the eContract for the customer to review, as well as any other disclosures required by applicable law. The printed copy of the eContract will contain a watermark on each page indicating it is a review copy, and the signature blocks will be blacked out to prevent execution of the review copy. After the System prints the review copy, the System will allow the Dealer to (i) cancel the eContract; (ii) modify the eContract; or (iii) execute the eContract. If the Dealer modifies the eContract data, the Dealer must resubmit the modified data to the Financing Source, and upon the Financing Source's approval of the modification, the Dealer must provide a revised review copy to the customer pursuant to this Section. Dealers are responsible for testing and ensuring that the eContract is printed accurately.
- I. Execution of eContracts. The System will display the required signature blocks for the buyer, co-buyer (if applicable), and, if required, the dealer as agent for the Financing Source based on the products selected and the requirements of the applicable Financing Source (i.e., warranty, credit life, accident, and health insurance, and GAP).
- J. The Dealer will obtain the Signatures from the contracting parties using an electronic signature pad supplied or approved by Dealertrack for the collection and binding of signatures to the eContract.

- K. The date and time the System logs the association of a Signature with an eContract will be presumed accurate in the absence of specific evidence to the contrary.
  
- L. Once a Signature is logically associated with the eContract, modifications to the eContract (other than the addition of other Signatures) requires termination and re-initiation of the eContracting process.
  
- M. All required Signatures do not have to be obtained at the same time (unless required by the policies of a particular Financing Source). But all required Signatures must be obtained within a five (5) day period (or such other period as Dealertrack may establish from time to time, in its sole discretion). The System will only store a partially signed eContract for five (5) days after the first Signature is attached to the eContract.
  
- N. Once a Dealer obtains all required Signatures, the System will generate a forced print of the fully executed Non-Authoritative Copy of the eContract.

### 3.2 Providing Contract Disclosures and Obtaining Signatures Using a Tablet. .

- B. Once eContract data has been completely collected and approved by the Financing Source, the Dealer has the ability to (i) cancel the eContract; (ii) modify the eContract; or (iii) execute the eContract as agent of the Financing Source. If the Dealer modifies the eContract data, the Dealer must resubmit the modified data to the Financing Source, and upon the Financing Source's approval of the modification, the Dealer must begin the Execution of the contract anew.

B. Disclosures to Borrowers. The Dealer will present the Tablet to the Borrower, which will identify the Borrower by name on-screen. The Borrower will then be presented with the Terms and Conditions (Consent to do Business Electronically), for which the Borrower will need to click Agree in order to proceed with the Execution process. The System will then display the eContract on screen, and the Borrower will be required to review the eContract in full (scroll to the bottom) in order to begin eContract Execution. The Borrower will have the right to request a paper copy of the Review Copy of the eContract for review in lieu of or in addition to reviewing the Review Copy on the Tablet.

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

D. The System will obtain the Signatures from the contracting parties, and the parties must select each signature block within the eContract in order to apply the Signature.

E. The date and time the System logs the association of a Signature with an eContract will be presumed accurate in the absence of specific evidence to the contrary.

F. Once a Signature is logically associated with the eContract, modifications to the eContract (other than the addition of other Signatures) requires termination and re-initiation of the eContracting process.

G. All required Signatures do not have to be obtained at the same time (unless required by the policies of a particular Financing Source). But all required Signatures must be obtained within a five (5) day period (or such other period as Dealertrack may establish from time to time, in its sole discretion). The System will only store a partially signed eContract for five (5) days after the first Signature is attached to the eContract.

H. Once the System obtains all required Signatures and they are applied to all signature blocks by all parties, the System will generate a forced print of the fully executed Non-Authoritative Copy of the eContract.

3.3. Once a Dealer obtains all required Signatures, and submits the eContract to a Financing Source, Dealer hereby agrees not to submit the eContract or a paper version of the eContract to any other financing source unless the pending submission is rejected.

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

#### 4.0 Authoritative Copy.

4.1 Creation of an Authoritative Copy. Once a Dealer obtains all necessary Signatures for an eContract and submits it to a Financing Source, the System will create an Authoritative Copy of the eContract and submit the Authoritative Copy to the Dealer's logical segment of the Vault. However, the Dealer will not have any Control or access rights to the Authoritative Copy and upon the Financing Source's booking or funding, the Authoritative Copy will be transferred to the Financing Source's logical segment of the Vault ("Initial Delivery"). The System will create an Authoritative Copy as follows:

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



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

4.1.3 Once the System verifies the digital certificate and the integrity of the eContract, the System will seal the eContract with an additional digital certificate and embed a date/time stamp in the sealed eContract to indicate the time at which the eContract is transferred into the Vault.

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

4.2 Single Authoritative Copy. There will be a single Authoritative Copy of an eContract at all times. Once the Authoritative Copy is transferred to the Financing Source at the Initial Delivery, the Authoritative Copy will be stored in the Owner of Record's logical segment of the Vault unless and until the eContract is Exported in accordance with these System Rules. The Authoritative Copy will be the copy held and designated as such in the System. Access to the Authoritative Copy will be limited as defined in Section 2 of these System Rules. The Authoritative Copy will be designated as such when viewed.

4.2.1 Except for back-up copies created by the System and stored in a separate location, the Authoritative Copy will not be copied or printed without the copy or printout being watermarked or legended indicating it as a Non-Authoritative Copy. Each Participant agrees not to alter, erase, modify, or conceal such watermark or legend. The Authoritative Copy may not be altered without detection by the System.

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

4.2.3 Dealertrack will be the designated Custodian of the Authoritative Copy for the Owner of Record at all times while the Authoritative Copy is stored in the Vault.

4.2.4 The Authoritative Copy of the eContract will at all times remain the property of the Owner of Record. In no event and under no circumstances, will Dealertrack claim any ownership interest in the Authoritative Copy.

4.2.5 Dealertrack may at any time, without prior notice, restore a damaged or corrupted Authoritative Copy from System back-up. The restored copy will then be designated as the Authoritative Copy in the System in accordance with Section 4.6.

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

4.3.1 An Ownership Record entry will be created for each of the following events: (A) creating the Authoritative Copy ("Deposit"); (B) the Initial Delivery; (C) transferring Control of the Authoritative Copy ("Transfer of Control"); (C) exporting the Authoritative Copy to another Vault or in paper form ("Export (Electronic/Paper)"); (D) exporting the Authoritative Copy to a Purchaser ("Export to Purchaser"); (E) paying off the underlying eContract ("Payoff"); (F) charging off the underlying eContract ("Charge-off"); and (G) terminating the underlying eContract ("Termination") (collectively, the "Transaction Types"). The events for which an Ownership Record entry is created may be modified or supplemented by Dealertrack from time to time, in Dealertrack's reasonable discretion.

4.3.2 Each Ownership Record will contain the following fields (populated as applicable), as modified or supplemented by Dealertrack from time to time, in Dealertrack's reasonable discretion: (A) Dealertrack ID number; (B) Purchaser ID number; (C) buyer or lessee name; (D) co-buyer or co-lessee name; (E) transferor organization name; (F) transferor organization address; (G) transferee organization name; (H) transferee organization address; (I) date; (J) time; (K) Transaction Type; (L) user ID; and (M) user name.

4.3.3 The Ownership Record will be maintained by the System for the initial term of the eContract plus seven (7) years, unless Dealertrack receives written notice, prior to the expiration of such seven (7) year time frame, from the Owner of Record that the Ownership Record needs to be preserved for a longer period of time.

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

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

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

5.0 Storage of eContracts. Each Authoritative Copy created pursuant to Section 4.1 will be stored by the System on behalf of the Owner of Record until the Owner of Record transfers Control of the eContract, Exports the Authoritative Copy, or Terminates the eContract.

5.1 Vault Monitoring. Once the Authoritative Copy is stored on the System, the Vault will monitor the integrity of the Authoritative Copy.

5.2 Access to Authoritative Copy. Access to the Authoritative Copy will be limited by the Access Permissions, as described in Sections 2.2 and 2.3 of these System Rules.

5.3 Dealer's Right to View eContracts. Once the Initial Delivery has occurred, the Dealer may view a Non-Authoritative Copy of the eContract for a limited period of time established by Dealertrack from time to time, in Dealertrack's reasonable discretion.

6.0 Submission of eContract for Acceptance and Funding.

6.1 Funding. Funding of the origination or purchase of the eContract shall be accomplished in accordance with the separate agreement of the relevant Participants (transferor and transferee). Dealertrack has no responsibility for determining when, or whether, funding or payment has

occurred. The occurrence or non-occurrence of funding or payment shall not be relevant to a determination of the Owner of Record on the System.

6.2 Additional Print Copies During Funding Process. Following the initial submission by the Dealer, for a period of time established by Dealertrack in its reasonable discretion, the Dealer and the Financing Source may request additional print copies of the Non-Authoritative Copy of the eContract. All printed copies of the eContract, other than those Exported to paper in accordance with Section 7.5, will be identified with an appropriate mark identifying it as a Non-Authoritative Copy.

6.3 Initial Delivery from Dealer to Financing Source. There is a two-step protocol for the Initial Delivery of an Authoritative Copy from a Dealer as agent for a Financing Source to the Financing Source. The Dealer will initiate the Initial Delivery of the Authoritative Copy by submitting the data on an eContract to the Financing Source via the System. Once the Financing Source confirms its willingness to approve the transaction and thereby accept the eContract, once created, via the System, Control is established for the Financing Source by the System at the point the Authoritative Copy is created. At no time will the Dealer have Control of the Authoritative Copy of the eContract. The Authoritative Copy of the eContract is stored in the Financing Source's segment of the Vault. A Non-Authoritative Copy will be stored in the Dealer's segment of the Vault and the Ownership Record will be updated to reflect the transaction. If the Financing Source chooses, it may transfer the Authoritative Copy to its own separate secure storage facility pursuant to Section 7.5.

7.0 Transfer of Control.

7.1 Transfer of Control to Purchaser. An Owner of Record may transfer Control of an Authoritative Copy within the System to any other Person who participates in the System in accordance with this Section. Once a Purchaser has agreed to a transfer of Control of an eContract, the current Owner of Record will initiate a transfer of Control of the Authoritative Copy. Once the transferee confirms its willingness to accept the Authoritative Copy, the eContract is assigned in accordance with the agreement of the transferor and transferee and Control is transferred to the transferee. The Authoritative Copy of the eContract will then be stored in the transferee's segment of the Vault. A Non-Authoritative Copy will be stored in the transferor's segment of the Vault, and the Ownership Record will be updated to reflect the transaction. The transferor may not offer Control of the eContract to any other Person unless and until the outstanding offer is rejected. Dealertrack will have no responsibility for determining when, or whether, consideration for the transfer has been received. The receipt or non-receipt of consideration shall not be relevant to a determination of the Owner of Record on the System.

7.2 Pooled or Aggregated Transfers of Control. The System will allow an Owner of Record to identify a pool of eContracts to initiate a transfer of Control. The transfer of Control of the eContracts in the pool will be completed pursuant to the protocol identified in Section 7.2.

7.3 Transfer of Control to Dealer. The System will allow a Financing Source to transfer Control of an Authoritative Copy to the Dealer at any time and the Dealer authorizes the System to accept the transfer on the Dealer's behalf. Dealertrack will have no responsibility for determining that the Financing Source had good cause to transfer Control of an Authoritative Copy to a Dealer. Nor will Dealertrack have any obligation or duty of inquiry concerning the terms or conditions to the transfer of Control. The Dealer's sole recourse in the event of a dispute over the propriety of the transfer of Control will be to the Financing Source making the transfer, and not to Dealertrack.

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

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

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

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

7.4.4 An Owner of Record who requests the Export of an eContract from the System is granting Dealertrack the authority to perform the Export. Notwithstanding any other provision of these System Rules, Dealertrack does not represent or warrant that an exported Authoritative Copy will be enforceable or that it will qualify as chattel paper.

7.5 Recourse Obligations of Transferors. If an eContract is in default, the recourse obligation of each transferor of the eContract in the Ownership Record shall be determined in accordance with the agreement of each transferor and transferee. Unless otherwise agreed between the transferor and transferee, all transfers of Control are deemed to be "without recourse." The absence of a recourse obligation shall not limit the warranty obligations of Dealers under Sections 7.6 or 7.7.

7.6 Transfer Warranties. A transferor who transfers an eContract warrants to the transferee, and to any subsequent transferee, that: (i) the transferor is a Person entitled to enforce the eContract; (ii) the eContract was maintained by the transferor or its designated custodian in accordance with these System Rules; (iii) the eContract is not subject to a defense or claim in recoupment of any party which can be asserted against the transferor; and (iv) the transferor has no knowledge of any insolvency proceeding commenced with respect to any debtor under the eContract. In no event shall Dealertrack be liable for the transferor's breach of any of these warranties.

7.7 Dealer Warranties. A Dealer who originates an eContract for a Financing Source warrants to the Financing Source, and to any subsequent transferee, that: (i) the Dealer is a Person authorized to originate the eContract for the Financing Source; (ii) all signatures on the eContract are authentic and authorized; (iii) the Dealer delivered an unsigned paper copy of the eContract to the customer for review prior to execution; (iv) the Dealer delivered a fully executed copy of the eContract to the customer after execution; (v) in jurisdictions that require the use of specific colors other than black for all or part of the text of an eContract, or that require the eContract be duplexed, the paper copies were printed on a duplex color printer and featured the correct text colors and font sizes; (vi) the eContract has not been altered without detection; (vii) the eContract is not subject to a defense or claim in recoupment of any party which can be asserted against the Dealer or the Financing Source; and (viii) the Dealer has no knowledge of any insolvency proceeding commenced with any debtor under the eContract. In no event shall Dealertrack be liable for the Dealer's breach of any of these warranties.

7.8 Communication. The Participants agree that the procedures for transfer of Control described in these System Rules constitute "communication" and "transmission" of the Authoritative Copy in accordance with UCC Revised Article 9, § 9-105. Participants who become the Owner of Record acknowledge that the Authoritative Copy has for all purposes been "sent" by the transferor and "received" by the transferee.

8.0 Conversion of Signed eContracts to Paper Originals.

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

8.2 Legend. At the time of the conversion to paper, the System will mark the paper original with a statement that it is the written original of an eContract previously held in electronic form. The paper original will reflect the transfer chain recorded in the System from the Dealer as agent for the Financing Source through the current Owner of Record.

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

8.4 Non-Reversible. The process of converting an eContract to paper will not be reversible. Only one copy of the Authoritative Copy may be printed out with the statement that it is the written original. Once the copy is successfully printed, the Authoritative Copy in the Vault will be de-certified and the System will reflect that the eContract has been converted to paper. Any later transfer of the tangible chattel paper will require a manual endorsement or assignment as required by applicable law.

9.0 Compliance with Law. Dealertrack does not represent, warrant or covenant that these System Rules comply with applicable law or satisfy any legal requirement. Without limiting the generality of the foregoing, Dealertrack does not represent, warrant, or covenant that an eContract originated or maintained in the System through Vaulting will be enforceable, qualify as chattel paper, or result in a perfected first priority security interest.

10.0 Breach of these System Rules. A breach of these System Rules shall be a breach of, and governed by, the applicable Dealer Agreement, Financing Source Agreement, or Purchaser Agreement.