

## REYNOLDS DMS END USER AGREEMENT REQUIRED PROVISIONS

The Reynolds Interface may be made available by Client to Qualified End User(s) only: during the term of this Agreement for a period no longer than the current term of the Agreement; on terms that comport with all terms and conditions contained in this Agreement; and only if Client has obtained from the Qualified End User an agreement that, at a minimum, contains the following provisions in all material respects:

- C.1. Provide a limited license authorizing the operation of the Reynolds Interface only with the Interfaced Product and only for one Qualified End User for each license fee that is paid;
- C.2. Prohibit copying, disassembly, decompilation, and/or reverse engineering of the Interfaced Product and the Reynolds Interface;
- C.3. Reserve to Client all rights, title and interest in and to Interfaced Product and to Reynolds all rights, title and interest in and to the Reynolds Interface;
- C.4. Prohibit: (a) transfer of or access to the Interfaced Product and the Reynolds Interface to or by third parties; (b) lending, leasing, sublicensing or pledging of the Interfaced Product and the Reynolds Interface by Qualified End User; and (c) service bureau or outsourcing uses of the Interfaced Product and Reynolds Interface;
- C.5. Include a statement substantially similar to the following: "Product(s) provided under this Agreement contain portions of program code owned by third party licensors and such licensors will be entitled to enforce this License as an intended third party beneficiary and the obligations of the licensee cannot be modified or terminated without the written consent of such third party licensors. Licensee shall not disclose any passwords or other security information that are related to the Reynolds Interface or other software licensed by this License. ALL LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event will any licensor be liable for indirect, incidental, consequential or exemplary damages arising from use, or inability to use Reynolds Interface(s), even if they knew of the possibility of such damages.";
- C.6. Provide that all rights to use or maintain possession of the Interfaced Product and the Reynolds Interface will terminate immediately upon the Qualified End User's breach of any material provision of such agreement.
- C.7. Prohibit the Qualified End User from using the Interfaced Product and Reynolds Interface outside the definitions and process defined in Exhibit A.
- C.8. Generally describe the categories of nonpublic personal information of any customer of the Qualified End User ("Customer NPI") that may be accessed by Client pursuant to the agreement and describe the third parties to whom Client may provide access to the Customer NPI.

- C.9. Requires that the Qualified End User warrants that for purposes of the data that may be accessed by Client and/or the Qualified End User's Dealer Management System ("DMS") provider pursuant to this agreement the Qualified End User has provided any required privacy notices to its customers as required by applicable law, including the Gramm-Leach-Bliley Act and its implementing regulations ("GLBA"), and to the extent applicable, the privacy laws of any state, Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"), and any other relevant privacy laws Canada or of any province of Canada or other relevant jurisdiction.
- C.10. Requires Client to provide prompt notice to the Qualified End User in the event known or reasonably suspected privacy or security breaches.
- C.11. Gives the Qualified End User the right to terminate the agreement for Client noncompliance with any privacy laws or regulations.
- C.12. Requires that Client return or destroy any Customer NPI at the termination of the agreement.
- C.13. Requires Client to implement and maintain appropriate safeguards to protect any Customer NPI that Client obtains pursuant to the agreement for so long as Client has access to any such Customer NPI.
- C.14. Prohibits Client from accessing, storing, sharing, disclosing or using any Customer NPI obtained pursuant to this agreement [between Client and the Qualified End User] other than as necessary to carry out the purposes for which the Qualified End User has provided access to the Customer NPI or as otherwise required by law.
- C.15. Grants the Qualified End User's DMS provider and Client permission to access Customer NPI to the extent necessary to provide the services contracted for under the agreement (including the Interfaced Product and the Reynolds Interfaces) and specifically permits Reynolds and Client to provide access to Customer NPI to one another for that purpose.
- C.16. Include a statement substantially similar to the following:

As part of its Reynolds Certified Interface program, your Dealer Management System ("DMS") provider the Reynolds & Reynolds Company or its affiliates (collectively "Reynolds") has developed certain processes that allow certain third party software Clients including [Client's Name] to receive from Reynolds certain data from your DMS and/or allow [Client's Name] to send data to your DMS ("RCI Integration"). By agreeing to these terms, you are providing your consent to: (a) Reynolds' providing [Client's Name] with access to data from your DMS; and (b) to [Client's Name] providing Reynolds with access to [Client's Product] data, both of which may include, without limitation, non-public information regarding your customers. By agreeing to these terms you represent and agree that: (a) Reynolds makes no representations, assurances, warranties or guarantees with respect to [Client's Product] or [Client's Name]'s obtaining access to data from your DMS through RCI Integration or otherwise; (b) Reynolds shall have no liability whatsoever for any damages you may suffer as a result of using [Client's Product] or

because of [Client's Name]'s access to data from your DMS; (c) Reynolds has no responsibility for the activities of [Client's Name] with respect to its access to data from your DMS, including without limitation, with respect to Customer NPI obtained or used by [Client's Name]; (d) Reynolds may terminate the integration described in this agreement at any time if Reynolds determines that such integration may conflict with or adversely affect the operation or security of your DMS (including without limitation the integrity or security of the data) or such access may violate any applicable laws or regulations; (e) problems caused by the data access described in this agreement will not be covered by any software support and equipment maintenance services or fees previously agreed between you and Reynolds; and (f) Reynolds has the right to enforce its rights under this agreement. NOTICE TO NORTH CAROLINA DEALERS: THIS END USER AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CUSTOMER RELATED DATA.

C.17. To the extent the Qualified End User operates in Canada and Client has access to Customer NPI for the purposes of processing the data, the Qualified End User Agreement shall:

- (a) Identify the individual for Client who supervises compliance with privacy aspects of the Qualified End User Agreement;
- (b) Specify that Client will direct persons seeking access to their personal information to the Qualified End User;
- (c) Require the Qualified End User to provide its customers in Canada with a notice specifying that the Customer NPI or other personal information as defined under Canadian law may be transferred to and stored in the United States and may be subject to disclosure pursuant to the laws of the United States;
- (d) Require that the Qualified End User comply fully with the applicable Canadian privacy laws;
- (e) Specify that the Qualified End User has obtained all consents from its clients required under the applicable Canadian privacy laws for the collection, use and disclosure of personal information by the Qualified End User and by Client; and
- (f) Require that Client comply fully with all applicable Canadian privacy laws.