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Dealer License to Utilize AIS Data on Website Listings

This agreement outlines the terms and conditions of use of data provided by Automotive Information Systems, Inc (AIS) to _____ (DEALER) for the purpose of displaying Incentive Data within DEALER's Website.

General:

DEALER wishes to incorporate Incentive Data within their Dealership Website.

AIS provides automated, standardized Incentive Data to be utilized with Automotive Dealer Websites.

DEALER will instruct their website provider(s) to incorporate AIS Data within DEALER(s) Website.

The license provided to DEALER is to facilitate DEALER's Online Marketing Efforts by integrating Automotive Incentive Data, provided by AIS within DEALER's Website, as facilitated by DEALER's Website Provider.

Definitions:

- Dealer:** The specific Dealership Entity that is a party in this agreement. This license is for one dealer entity as defined by physical location (rooftop), or in the event of multiple dealers at a common location, as determined by inventory and/or service separation as required manufacturers.
- AIS-OneCar:** The data product, as defined by AIS, in which Incentive Data is shown within electronic listings of New Automobiles as sold by a dealer franchised to sell such automobile. This listing is to show the "Total Cash" and/or "Best APR" available on a specific vehicle.
- AIS-Plug-In:** A method of showing Detailed Incentive Data as a link in proximity to New Vehicles within DEALER's electronic Inventory. This is a "Pop-Up" showing a form with many consumer incentive offers.
- DealerDollars:** A listing of all vehicle models Dealer is franchised to sell along with the corresponding Incentive Data.
- AutoDollars®:** A consumer portal. This service targets Auto Purchasers who seek Incentive Data. DEALERS are shown as information "sponsors", allowing click-through to DEALER's main website.
- Consumer Facing Data:** Data that must be disclosed to a consumer as it is incorporated within a New Car Deal.
Included Data: Rebate, Bonus Cash, APR and other "Special Programs" such as "Owner Loyalty"
Excluded Data: Dealer Cash, Lease Data and other Incentives Dealer is not required to disclose.

Authorized Uses:

- AIS-OneCar:** DEALER may utilize AIS-OneCar Incentive Data as it is integrated within DEALER's Website(s) as facilitated by Dealership's Website Provider(s).
- AIS-Plug-in:** AIS Plug-In data may only be utilized with individual DEALER Applications as it is integrated within DEALER's Website(s) as facilitated by Dealership's Website Provider(s).
- DealerDollars:** DEALER's is to Utilize on main website(s) only. These sites are those that relate specifically to the dealership, or if within a Dealer Group, as they relate to the specific DEALER within the group.
- Autodollars®:** This will point to the one DEALER main website as designated by DEALER.

AIS Responsibilities and Guarantee:

Data: AIS guarantees that Consumer Facing Incentive Data is Accurate, Complete and Up-to-Date.

AIS Guarantees that Data will be updated within four hours of release by Manufacturer between the hours of 6:00 am to 5:00 pm Eastern Time, Monday through Saturday, except on days when all manufacturers release data simultaneously, in which case data will be complete within 24 hours of release by manufacturer.

DEALER may be asked to assist AIS in Data Collection for their location enabling AIS to provide DEALER with complete incentive content.

Data Availability: Data will be available 24 hours per day, 365 days per year via the World Wide Web 99% of the time.

Dealer Vendors: AIS plug-in will be formatted in manner easily incorporated by DEALER Vendors and Designates of basic levels of competency. AIS guarantees that DEALER vendors MAY incorporate Data. AIS and DEALER Recognize that some Vendors may CHOOSE NOT to Incorporate AIS Incentive Data: in the event that a DEALER Vendor chooses not to incorporate AIS Data, it is the DEALER's responsibility to encourage Vendor to do so.

Dealer Recourse: In the event that AIS does not meet the service Guarantee, Dealer has the right to receive one-month service at no charge. In no case will dealer be entitled to a refund in excess of the amount of 60 days service.

License Term: This agreement is an ongoing service. Service continues until cancelled by DEALER or AIS with 30 days or more written notice.

Service periods are those defined by billing/payment method. Service cancellations are effective at the end of the current service period as determined by DEALER billing method. AIS reserves the right to cancel service with five (5) business days notice in the event of non payment of invoice, or in the event DEALER is 45 days or more past due.

Fees: \$195.00 per month for the services listed in this agreement.

Payment Method: Dealer will fill out and sign page three of this agreement to set up invoicing and payment method.

DEALER AUTHORIZATION and ACCEPTANCE OF AGREEMENT

Dealership Name: _____

Street Address: _____ City _____ State: _____ Zip: _____

Mailing Address: _____ City _____ State: _____ Zip: _____

AIS Contact Individual: _____ Phone: _____ Email: _____

Franchises at this location: _____

Dealership Main Website: www. _____ Date: _____

Dealership Authorization: _____ Authorizing Signature: _____
Print

FAX This Form and Payment Method Form (page 3) to: **FAX: 866-321-0798**

Payment Method Form:

_____ **Monthly Electronic Funds Transfer: Recurring Monthly ACH Withdraw (preferred)**

Funds will be withdrawn from account of the 5th of every month or the first business day after. Funds are for the current month of services.

Bank Name: _____ Bank City and State: _____

Company Name: _____

Name on Account: _____

Bank ABA/Routing # (9 digits): _____ Bank Account #: _____

Account Type: Business Checking _____ Business Savings _____

We cannot Process your request without a copy of a cancelled or voided check, please send on a second page.

_____ **Monthly Recurring Credit Card: American Express Visa Master Card**

Credit Card will be charged on the 5th of every month or the first business day after the 5th. Charges are for the current month of services.

Company Name: _____

Name on Account: _____

Billing Address: _____

Credit Card #: _____ Exp Date: _____ Sec Code #: _____

_____ **Quarterly Billing in Advance – due upon receipt PO Number (optional): _____**

By signing below, we authorize Automotive Information Systems (AIS) to send communications including but not limited to facsimile, email, mobile as required to support our subscription and other product/service offerings in conjunction with AIS.

By signing below and providing above information, the company identified above (COMPANY) hereby authorizes and requests AIS to withdraw payment or charge credit card on any amounts owing to AIS by initiating credit entries or adjustment entries to the COMPANY's account indicated above in the bank named above (BANK) or by creating a charge to the above indicated credit card (CREDIT CARD). The COMPANY authorized and requests BANK or CREDIT CARD to accept any credit entries or adjustment entries initiated by AIS to such account and to enter the same to such account without responsibility for the correctness thereof. COMPANY understand that AIS may impose a fee in the event of insufficient funds. It is understood that this agreement may be terminated by the COMPANY at any time by written notification to AIS. Any such notification to AIS shall be effective only with respect to entries initiated by AIS after receipt of such notification and a reasonable opportunity to act on it. It is understood that this agreement may be terminated by AIS at anytime, with written notification submitted to COMPANY at the time of termination.

Authorized Signature: _____ Title: _____

Print Name: _____ Date: _____

Reference PO# (optional) _____

Copy of cancelled or voided check (required for Monthly Electronic Funds Transfer- ACH)

FAX This Form and Dealer License Agreement (pages 1&2) to: **FAX: 866-321-0798** EMB0809