

Agreement for AutoCheck(SM) Service

Experian and the Client agree to the following:

1. Services. Experian agrees to sell the Experian AutoCheck(SM) Vehicle History Report and Summary Vehicle History Report to the Client in the format provided by Experian (hereinafter "Services"). The Services provide information on vehicles compiled by VIN, which access, among other data, vehicle title and registration records, to identify vehicle specifications and title brands and lists odometer readings and potential odometer discrepancies where permitted by law or contract. The Services can be delivered via the Internet at www.autocheckmembers.com or directly to the consumer via a link from the Client's designated internet sales portal(s) through AutoCheck Fast LinkSM or by other method as offered by Experian to the Client.

2. Term. The term of this Agreement is one year from the Effective Date of the Agreement and shall renew automatically for successive one-year periods. Either party may terminate the Agreement for any reason at any time by giving the other party written notice sixty (60) days prior. During such 60 day notice period, the monthly fee for Services will equal Client's then current monthly subscription fee in place at time notice of cancellation is provided. In the case of a material breach of this contract, either party may terminate this Agreement effective immediately with automatic termination of any license rights.

3. Fees. The fees for the Services are set forth in Exhibit B or as mutually agreed upon by the parties in writing. If the Client fails to pay any invoice in accordance with the foregoing terms, the Client shall also pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include applicable federal, state, local, or foreign sales or use taxes, and the Client will pay Experian for any such taxes. Client acknowledges that any trial period involving promotional pricing of services (or other promoted product) is limited in duration and that charges or additional charges will be incurred after the stated trial period.

4. Method of Payment: (Check one)

Client wishes to be billed monthly per Exhibit B and to complete the billing information in Exhibit A, Section I.

Client wishes to pay by credit card per Exhibit B and agrees to furnish credit card information as requested in Exhibit A, Section III.

5. AutoCheck Fast Link Options: (Choose A or B)

A. Client elects the AutoCheck "Fast Link" feature to display AutoCheck Vehicle History Reports on the following designated online site(s):

_____ Client elects ONE of the following AutoCheck Fast Link options:

Display AutoCheck Assured Reports ONLY: Client chooses to display AutoCheck Vehicle History Reports on those vehicle listings only for which vehicles are deemed AutoCheck Assured (see - AutoCheck Assured criteria in Exhibit A, Section II).

Display ALL Listings: Client chooses to display AutoCheck Vehicle History Reports for ALL listings, regardless of the information contained in the reports.

B. Client **DECLINES** to elect the AutoCheck "Fast Link" feature

Experian reserves the right, in its sole discretion, to review and approve the above delivery option selected by Client. The fees for the AutoCheck "Fast Link" feature shall be the same as those listed for the Services in Exhibit B.

6. AutoCheck Vehicle History Report Pricing Options. Client will choose an AutoCheck Vehicle History Report Pricing Option indicated on Exhibit B of this Agreement.

7. Limitations on Use of Services.

- A. Client shall only use the Services for evaluating trade-in vehicles or in marketing vehicles to potential consumer or wholesale buyers.
- B. Client must not use the Services for any Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) purpose such as credit extension, insurance, employment or other purposes under Section 604 of the FCRA. Client may use Services to evaluate collateral. Client may not use Services to evaluate consumers.
- C. With the exception of Client's fulfillment of a consumer request for Services, Client shall not resell or license the Services to any third party.
- D. Client shall not represent that Experian warrants or otherwise certifies the quality of any vehicle, and Client will not use the Experian name, the AutoCheck name or this relationship to make such a representation to its Clients or end-users.

8. Internet Security. Client must have a commercially reasonable Internet security system, which Experian can review and audit in its discretion.

9. User Code. Experian will provide Client with a proprietary nontransferable user code that the Client must use when requesting a report. Client shall keep such user code confidential and prevent unauthorized or fraudulent use. Use of the code signifies Client's responsibility for payment.

10. Compliance with Law and Industry Standards. Both Experian and Client agree to adhere to: (i) applicable industry standards and guidelines as set forth by the Direct Marketing Association; and (ii) all applicable federal and state laws.

11. Intellectual Property Rights. Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in Experian's databases and any other intellectual property that are part of the Services are and will continue to be Experian's exclusive property. Nothing contained in this Agreement, Exhibit A - Sections I or II or Exhibit B shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with the Services.

12. Indemnity. Client agrees to indemnify, defend and hold Experian harmless from and against any and all liabilities, damages, claims and expenses including attorney fees incurred by Experian arising out of any claims brought against Experian relating to the use of the Services by Client, including but not limited to any negligent acts or omissions, willful misconduct, misrepresentation, or breach of the Agreement by AutoCheck Client and relating in any way to the Services hereunder.

13. Warranties and Limitation on Liability. Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to Experian by other sources, Experian cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. Experian will not be liable to Client or to any of Client's customers for any loss or

injury arising out of or caused by Experian's acts or omissions in providing the Services. If, however, liability is imposed upon Experian for any reason whatsoever, then that liability shall be limited to the fees paid by the Client for the Services in the six months preceding the claim upon which the liability is based. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

14. Waiver. Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

15. Audit. Experian will have the right to audit Client's and any of its agent's use of the Services to assure compliance with the terms of this Agreement. AutoCheck Client will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose.

16. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by AutoCheck Client without Experian's prior written consent.

17. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

18. Choice of Law. This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Illinois. Any dispute under this Agreement shall be brought in the federal or state courts in Cook County, Illinois.

19. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian and AutoCheck Client shall be addressed to the address either party shall have designated.

20. Amendments. This Agreement may only be amended in writing signed by authorized representatives of both parties.

21. Complete Agreement. This Agreement, as supplemented by any Schedules, supersedes all prior except with respect to the billing method selected by the Client whether oral or written, by any officer, employee, or representative of either party relating thereto.

22. Survival. The provisions of Sections 3, 7, 8, 9, 10, 11, 12 and 13, in addition to any other provisions of this Agreement that would normally survive termination, shall survive termination of this Agreement for any reason.

BY SIGNING BELOW, YOU ARE INDICATING (I) YOU HAVE READ AND YOU UNDERSTAND, ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, (II) YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF AUTOCHECK CLIENT.

The parties hereto cause this Agreement to be effective as of: _____ (month) _____ (day), _____ (year).

CLIENT:

BY: _____
(Signature)

Phone No.: _____

Print Name: _____

Fax No.: _____

Title: _____

E-Mail Address: _____

Date: _____

EXPERIAN INFORMATION SOLUTIONS, INC., acting by and through its Experian Automotive Division

BY: _____
(Signature)

Print Name: Dennis Mirabile

Title: Sr. Manager Client Service Operations

Date: _____

EXHIBIT A

SECTION I – BILLING INFORMATION

Client Information:

Client Name			
Billing Address		City / State / Zip	
Email Address		Federal Tax ID	
Primary AutoCheck User's First & Last Name			
Primary User's Telephone Number		Primary User's Email Address	

SECTION II – AUTOCHECK ASSURED: LIST OF BRANDS OR EVENTS EXCLUDED FROM CLIENT DISPLAY WHEN “ASSURED ONLY” OPTION IS SELECTED

Abandoned	Broken odometer	Not actual miles
Auction announced as broken odometer	Damaged	Odometer rollback
Auction announced as exceeds mechanical limits	Exceeds mechanical limits	Previous damage
Auction announced as flood damage	Fire damage	Rebuilt/Rebuildable
Auction announced as frame damage	Grey market	Reconditioned
Auction announced as grey market	Hail damage	Reconstructed
Auction announced as major damage	Insurance loss	Recycled
Auction announced as mfg. buyback/lemon	Junk vehicle	Salvage
Auction announced as not actual miles	Lemon	Salvage correction from DMV
Auction announced as odometer rollback	Major vehicle damage incident	Scrapped/Destroyed
Auction announced as odometer rollover	Manufacturer buyback	Suspect miles
Auction announced as repaired/replaced odometer	Mileage Discrepancy	Unrebuildable
Auction announced as salvage, extent of damage unknown	Motor change	Water damage
Auction announced as true mileage unknown	NHTSA crash test vehicle	

SECTION III

Check Billing Method below:

_____ **Monthly Billing:** We will bill you each month. AutoCheck will be activated in 4-7 business days.

_____ **Credit Card Billing:** We will charge your credit card each month. AutoCheck and FreeLink will be activated in 3-5 business days. Failure to have a valid credit card number will cause immediate cancellation of AutoCheck service.

First & Last Name	
Credit Card Type & Number	/
Expiration Date	

EXHIBIT B


AUTOSOFT NET AUTOCHECK VHR PRICING

Per Unit AutoCheck Vehicle History Report Prices.

The following pricing for the Client Experian AutoCheck Vehicle History Report will be in effect for the initial term of this agreement. Experian Automotive reserves the right to change pricing at anytime upon prior notice:

AutoCheck Client Pricing: Pricing allows Client distribution of FreeLink with AutoTrader.com. Experian reserves the right to provide a substitute automotive portal. Client dealer pricing is pooled to achieve a Report Range pricing level indicated below.

Per Unit AutoCheck Vehicle History Report Pooled Pricing

Report Range	Per Unit Full Report Usage Fee
1-25	\$9.00
26-50	\$8.00
51-75	\$7.00
76-100	\$6.00
101+	\$5.00  Your Price

The pricing applies to reports accessible using FreeLink or accessed on the AutoCheck Client Web site. If a report for a single vehicle is accessed by FreeLink, the Client Web site, or any or all within any 90-day period, the fee is for one unit (report). If the Client accesses a report via any method, then anytime after 90 days accesses the same report again using any method, the charge is for two units.

NO ACCOUNT ACTIVATION WILL OCCUR UNTIL AN EXECUTED CONTRACT HAS BEEN RECEIVED BY EXPERIAN.

Client Initials: _____

BANK REFERENCE

Please provide Bank Name, Address, City, State, Zip Code Phone Number, Fax Number and Business Checking Account Number, which maintains your business checking account:

Bank Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

Business Checking Account Number(s): _____

I certify that I have read the above statements and all information provided is accurate and hereby authorize the **Bank Reference to Release** information to Experian.

Company Name

Type or Print Name of Owner or Officer

Title

Authorized Signature

Date



Credit Card Authorization Form

- INTERNAL USE ONLY -
Customer Number: _____

Instructions: Please complete and return this form to authorize Experian, or the applicable Experian Company to charge your credit card(s) for open invoices. You must be an employee of the company and be the primary cardholder to authorize these charges. Fill out all fields and ensure that all information is accurate.

Return the completed form by FAX to: (214) 726-4988

Company Name _____ Phone Number _____

E-mail _____

Type of Authorization (check all that apply):

- New recurring authorization to charge my card for all future invoices due after (date): _____
- Update existing recurring authorization to charge my card for all future invoices due after (date): _____
- One-time authorization to charge the following invoices:

Invoice #	\$ Amount	Invoice #	\$ Amount	Invoice #	\$ Amount
_____	_____	_____	_____	_____	_____

Credit Card Information: Please provide at least one primary credit card. Additional (back up) cards may also be required for use in the event the primary card is declined. **The cardholder name MUST match the information shown on your CREDIT CARD and the credit card billing address must match the information shown on your CREDIT CARD STATEMENT.**

Primary Card Type (check one): American Express MasterCard Visa

Card Number _____ Expiration Date _____

Cardholder's Name _____ Phone Number _____

Billing Address _____

Billing City _____ State _____ Zip _____

*Cardholder's Signature _____ Date _____

Backup Card Type (check one): American Express MasterCard Visa

Card Number _____ Expiration Date _____

Cardholder's Name _____ Phone Number _____

Billing Address _____

Billing City _____ State _____ Zip _____

*Cardholder's Signature _____ Date _____

***Your signature indicates your agreement with the following terms:** You affirm that you are the owner and primary signatory on the above noted credit card(s), and you authorize Experian, or the applicable Experian Company, to charge the credit card(s) for payments due to Experian, or the applicable Experian Company. This authorization will remain in effect until 10 days after Experian, or the applicable Experian Company, receives written notice from you revoking your authorization. Notice of card revocation must be sent to the fax number above. You understand that revoking authorization may be grounds for suspension of your account unless an acceptable alternative method of payment is established with Experian, or the applicable Experian Company. You also agree not to initiate a chargeback with the card issuer unless you have exhausted all attempts to resolve any disputes directly with Experian, or the applicable Experian Company. You further understand that initiating a chargeback does not extinguish your obligation to pay for services rendered by Experian, or the applicable Experian Company.

Print Form

EXHIBIT B

AUTOSOFT.NET AUTOCHECK VHR PRICING

The following pricing for the Client Experian AutoCheck Vehicle History Report will be in effect for the initial term of this agreement. Experian Automotive reserves the right to change pricing at anytime upon prior notice:

SELECT ONE OF THE FOLLOWING SUBSCRIPTION OPTIONS:

Up to 80 Reports **Up to 100 Reports** **Unlimited Reports**

AutoCheck Vehicle History Report Prices: Client guaranteed purchases of products below to obtain discount pricing per client location.

Volume Plan	Subscription Monthly Fee	Overage Fee Per Report
Up to 80 Reports	\$299.00	\$4.50 per report over 80
Up to 100 Reports	\$359.00	\$4.25 per report over 100
Unlimited Reports	\$549.00	N/A

The pricing applies to reports accessible using FastLink or accessed on the AutoCheck Client Web Site. If a report for a single vehicle is accessed by FastLink, the Client Web Site or any or all within any 90-day period, the fee is for one unit (report). If the Client accesses a report via any method, then anytime after 90 days accesses the same report again using any method, the charge is for two units.

FIRST MONTH'S MINIMUM FEE IS DUE 30 DAYS AFTER EXECUTION OF THIS AGREEMENT. NO ACCOUNT ACTIVATION WILL OCCUR UNTIL AN EXECUTED CONTRACT HAS BEEN RECEIVED BY EXPERIAN.

AutoCheck invoices Dealers subscribing to its AutoCheck Services by Dealer location. I hereby certify that the pricing option selected by me on this exhibit is for a single site location, as applicable to the dealership location identified herein. The AutoCheck Services subscribed hereto will not to be used for multiple locations.

Client Initials: _____