

DEALER PARTICIPATION AGREEMENT

This Dealer Participation Agreement (“Agreement”), effective as of this ____ day of _____, by and between _____ (“Dealer”) located at

_____ and RouteOne, LLC (“RouteOne”) for Dealer’s participation in RouteOne’s credit aggregation system located at www.routeone.net (the “CAS”). The sales representative acting on behalf of RouteOne has no authority to add, delete, or otherwise modify any term of this Agreement and may only bind RouteOne to the express terms of this Agreement.

1. Services Provided by RouteOne: During the term of this Agreement, RouteOne shall provide Dealer with the following services (“Services”) at no charge: (a) access to the CAS which will allow Dealer to: (1) designate one or more participating finance sources affiliated with a new automobile original equipment manufacturer (“OEM”) (“Captive Finance Source” or “CFS”) and/or non-captive finance source(s) (collectively, “FS(s)”) with whom Dealer has an existing relationship for the purpose of submitting credit applications; (2) submit credit applications or information via the CAS to Dealer designated FS(s); (3) transmit information to a CFS or its affiliated OEM to obtain point of sale or marketing information from the CFS or OEM; (4) designate FS(s) (“Dealer Designees” identified on Appendix A attached hereto and incorporated herein by reference) for the purpose of generating reports; (5) receive online reports; (6) add, delete or modify its designation of Dealer Designees by an addendum that shall become subject to and a part of this Agreement; (b) training of the DSA(s) (as hereinafter defined) in the use of the CAS conducted by RouteOne (or a representative acting on behalf of RouteOne) and (c) CAS system support, available as described in the RouteOne Dealer CAS Use Policy; and (7) may allow integration between the Dealer’s Dealer Management System (“DMS”) provider and the CAS. Future services beyond those listed above may be offered to Dealer at no charge or for a fee.

2. Dealer Requirements: Dealer shall designate two (2) “Dealer System Administrators” (“DSA(s)”) identified on Appendix B attached hereto and incorporated herein by reference, one (1) primary and one (1) secondary. The DSA(s) shall: (a) be responsible for authorizing and revoking use of the CAS by Dealer personnel (“Dealer Users”) and communicating the same to RouteOne; (b) serve as Dealer’s key contacts with RouteOne; and (c) participate in the resolution of any issues between Dealer and RouteOne arising out of or relating to this Agreement or the use of the CAS. Dealer covenants that it shall maintain the security of the user identification names and passwords and the use of the CAS by Dealer Users in accordance with the terms and conditions of this Agreement and the RouteOne CAS Use Policy, attached as Appendix C, as modified from time to time by RouteOne, which hereby becomes a part of and is incorporated into this Agreement. Dealer further covenants that it shall employ reasonable security measures to prevent internal and external breaches of its network security resulting in unauthorized access to the CAS. Dealer shall promptly notify RouteOne of each network security breach resulting in unauthorized access to the CAS. Dealer agrees to provide the hardware and connectivity requirements established from time to time by RouteOne in order to participate in the CAS.

3. Dealer Eligibility to Participate: Dealer’s participation in the CAS is conditioned upon having at least one existing relationship between Dealer and a participating FS. Dealer acknowledges that Dealer’s relationship with any participating FS is governed by the terms of Dealer’s existing agreement with each such participating FS and that RouteOne is not a party to any such agreement. Dealer agrees that Dealer’s participation in the CAS is conditioned upon such FS acknowledgement of such existing relationship. Dealer agrees that RouteOne has the authority to immediately terminate Dealer’s access to a participating FS upon notification that the subject participating FS is not or is no longer doing business with Dealer.

4. Grant of Permission Regarding Dealer Data:

a. In order to generate reports, Dealer grants RouteOne permission to access and compile all information placed in the CAS. For the purposes of generating reports, data placed in the CAS will be segregated into two categories: (a) all consumer finance information, credit application, decision, and contract information (“Dealer Data”) and (b) Dealer Data stripped of all personally identifiable information and stripped of any other information determined by RouteOne from time to time at RouteOne’s sole discretion (collectively, “Anonymous Dealer Data” or “ADD”). Dealer further grants RouteOne permission to generate reports accessible by Dealer and Dealer Designees, in accordance with the types of reports described in Appendix D attached hereto and incorporated herein by reference. The permission to share reports granted herein will continue until the effective date of any termination of this Agreement. At any time during the term of this Agreement, Dealer may notify RouteOne, in writing, not to share Dealer Data or ADD with Dealer Designees. RouteOne shall rely on the accuracy of Dealer’s instructions and, unless

modified by Dealer in writing, RouteOne's records of Dealer's instructions shall control. Dealer also grants RouteOne permission to access and aggregate Dealer's ADD with other dealers' ADD for the purposes of generating aggregate reports accessible by all participating Dealer Users and FS(s). Dealer acknowledges and agrees that RouteOne exercises no independent judgment in whether any credit application will be submitted to a particular FS for consideration, the credit rating assigned to any credit application and/or any other decision made with respect to any credit application and that all such decisions are made solely by the applicable FS and Dealer.

b. In order to permit integration between the Dealer's DMS provider and the CAS, upon Dealer's election to receive integration between Dealer's DMS provider and the CAS, Dealer grants RouteOne permission to receive and import Dealer Data from Dealer's DMS provider into the CAS and export Dealer Data from the CAS to Dealer's DMS provider.

5. Grant of Permission Regarding Dealer Point of Sale Data: For the sole purpose of providing marketing or other services by a CFS and/or its affiliated OEM or its agent to Dealer, Dealer grants RouteOne authorization to transmit certain customer information and new vehicle information ("Dealer Point of Sale Data") as inputted by Dealer through a website based connection between RouteOne's CAS and the CFS's website ("Branded Interface"); provided, however, Dealer Point of Sale Data will not be transmitted to the Branded Interface when Dealer accesses the RouteOne CAS through www.RouteOne.com.

6. Compliance with Applicable Laws: Dealer shall comply with any and all applicable state and federal laws and regulations relating to consumer credit, motor vehicle and retail installment sales, leasing, privacy, insurance sales and records maintenance, including, without limitation, the Fair Credit Reporting Act ("FCRA"), the Equal Credit Opportunity Act ("ECOA"), and the rules and regulations of the Office of Foreign Assets Control ("OFAC"). Dealer agrees to indemnify RouteOne against any and all claims, demands, actions and or proceedings alleging a violation of state or federal law or regulation arising out of Dealer's use of the CAS. Dealer expressly understands and acknowledges that information communicated via the CAS may include information about Dealer's customers and consumers which constitutes "Non-Public Personal Information" as such information is defined in Title V of the Federal Gramm-Leach-Bliley Act, the FTC Regulations promulgated pursuant thereto, 16 CFR §313, and any similar state privacy laws or regulations (collectively, the "Privacy Act and Regulations"). Notwithstanding any other provision hereof, neither Dealer nor RouteOne shall use or disclose any Non-Public Personal Information via the CAS except as permitted by the Privacy Act and Regulations.

7. Data Security by RouteOne: RouteOne agrees to maintain commercially reasonable physical, electronic, and procedural controls and safeguards designed to comply with applicable Federal and State laws and regulations to protect the Non-Public Personal Information received from Dealer from unwarranted disclosure. The controls include, but are not limited to, maintaining appropriate safeguards to restrict access to the Non-Public Personal Information received from Dealer to those employees, agents, or service providers of RouteOne who need such information to carry out the purpose(s) for which the Non-Public Personal Information was disclosed to RouteOne. For data disclosed in electronic form to RouteOne, the safeguards also include electronic barriers (*e.g.*, firewalls or similar barriers) and password-protected access to Non-Public Personal Information received from Dealer. For information disclosed in written form, RouteOne agrees that such safeguards must include secured storage of disclosed Non-Public Personal Information.

8. Use and Disclosure of Dealer Data by RouteOne: RouteOne agrees that it will not use or disclose the Non-Public Personal Information received from Dealer except for purposes that are permitted by law, and either (i) authorized by this Agreement, and/or (ii) necessary to perform its services to Dealer under this Agreement.

9. Confidential Information: "Dealer Confidential Information" means Dealer Data and "Other Dealer Information" as hereinafter defined. Other Dealer Information means: (a) nonpublic information provided by Dealer to RouteOne as required by this Agreement and/or (b) the Dealer enrollment process to participate in the CAS. "RouteOne Confidential Information" means all nonpublic information of RouteOne, including but not limited to all information related to the CAS, the integration of the CAS, any technical specifications, processes, source code, program documentation and CAS training documentation, that is revealed by or through RouteOne to Dealer which is disclosed in writing or other tangible form; or information in any other form including orally, electronically or any other medium that is retrievable in perceivable format, and which is disclosed in any other manner.

Dealer and RouteOne shall instruct their respective personnel to regard all Dealer Confidential Information and RouteOne Confidential Information (hereinafter "Confidential Information") made available to either party by the other as information which is proprietary and confidential and not to be disclosed to any third party without the disclosing party's written permission, unless such disclosure is expressly provided for under this Agreement. If not otherwise

provided for by law, the obligations under this Section shall survive the termination of this Agreement for a period of two (2) years following such termination. A recipient party shall have no obligation with respect to any information which: (a) was in the recipient party's possession before it was acquired from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the recipient party; (c) is rightfully received by the recipient party from a rightfully possessing third party without a duty of confidentiality; (d) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, and provided that the recipient party shall notify the disclosing party so that the disclosing party may seek a protective order, or (e) is disclosed to a third party contactor or consultant who is acting on behalf of the recipient party and who is bound to protect the information as if they were a full time employee of the recipient party.

10. Disclaimer of Warranties: THE CAS IS PROVIDED BY ROUTEONE ON AN "AS IS" BASIS AND USE OF THE CAS IS ENTIRELY AT YOUR RISK. ROUTEONE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THE OPERATION OF THE INTERNET, ANY AND ALL NETWORKS, GARBLED OR FAILED COMMUNICATIONS, INACCURACIES IN OR THE TIMELINESS OF INFORMATION ON WWW.ROUTEONE.NET OR THE ACCURACY OF ANY INFORMATION EXCHANGED USING THE CAS. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY ROUTEONE, ITS EMPLOYEES OR REPRESENTATIVES, WILL CREATE A WARRANTY AND NO USER OF THE CAS MAY RELY ON ANY SUCH INFORMATION OR ADVICE. IN NO EVENT SHALL ROUTEONE'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF ROUTEONE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. This paragraph shall survive any termination of this Agreement.

11. Notices: Notices to Dealer shall be sent to the attention of either DSA at the then current address or e-mail address provided to RouteOne. Notices to RouteOne shall be sent to the attention of :

RouteOne Business Operations	VIA FACSIMILE
31500 Northwestern Highway, Ste. 200	1-866-783-1329
Farmington Hills, MI 48334	

12. Termination: In addition to any other rights conferred by this Agreement, either party may terminate this Agreement without cause upon thirty (30) days notice to the other party.

13. Entire Agreement: This Agreement constitutes a complete integration and the entire agreement between the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, Dealer acknowledges that RouteOne reserves the right to amend this Agreement at its sole and exclusive discretion by posting an amendment to the Agreement on www.routeone.net (the "Amendment") or by providing notice to Dealer by regular mail, facsimile or electronic mail, and said Amendment shall automatically be considered a part of this Agreement. Dealer's participation and use of the CAS after such posting or notice of such Amendment constitutes acceptance of the revised terms and conditions contained in the Amendment.

14. Authorization: On behalf of the undersigned Dealer, I hereby certify that: (a) Dealer is a corporation or other entity in good standing under any applicable laws and duly licensed or qualified; (b) Dealer is not required to obtain the consent of any other person or entity in execution or performance of this Agreement, (c) Dealer has the power and authority to enter into this Agreement and (d) I am a duly authorized employee, member, agent or representative of Dealer, with all necessary authorization and authority to enter into the Agreement.

15. Original Document: The parties agree that any validly executed Agreement bearing all signatures and any facsimile copies thereof are deemed original documents.

RouteOne LLC	DEALER
By _____ (signature)	By _____ (signature)
Name _____	Name _____
Title _____ Date _____	Title _____ Date _____

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APPENDIX B

DEALER SYSTEM ADMINISTRATORS

Dealer System Administrators: Please list at least two (2) Dealer System Administrators for the purposes of (a) being responsible for authorizing and revoking use of the CAS by Dealer personnel and communicating the same to RouteOne; (b) serving as Dealer's key contacts with RouteOne; (c) participating in all requisite CAS Training; and (d) participating in the resolution of any issues between Dealer and RouteOne arising out of or relating to this Agreement or the use of the CAS.

Primary Dealer System Administrator

Secondary Dealer System Administrator

Name: _____

Name: _____

Address: _____

Address: _____

Email: _____

Email: _____

Tel No: _____

Tel No: _____

Dealer Technical Personnel: (optional) Dealer may provide RouteOne with contact information for Dealer Technical Personnel. If Dealer Technical Personnel are identified by Dealer, RouteOne will address all technical issues and questions to such individuals in addition to the Dealer System Administrators.

Primary Dealer Technical Personnel

Secondary Dealer Technical Personnel

Name: _____

Name: _____

Email: _____

Email: _____

Tel No: _____

Tel No: _____

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APPENDIX C

ROUTEONE DEALER CAS USE POLICY

Applicability

As used in this Use Policy, routeone.net (the "Site") shall include both the Credit Application Management System "CAMS" system and the eContracting system on routeone.net. Unless otherwise specified, all terms, conditions, and requirements contained in this Use Policy shall apply to both systems on the Site.

Agreement; Non-Severability

This Use Policy is part of the Dealer Participation Agreement, as amended, ("DPA") between Dealer and RouteOne LLC and/or its affiliates or assignees ("RouteOne"). RouteOne may modify this Use Policy at any time. Amended terms are effective upon being posted. Dealer should, therefore, review the Use Policy posted to the Site from time to time. Dealer's access and use of the Site after the effective date of amended terms means that Dealer has accepted the amended terms. This Agreement cannot be otherwise amended except in a writing signed by both Dealer and RouteOne LLC. If any term, provision, covenant or restriction is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against public policy, the remaining terms shall remain in full force and effect and the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties.

Violations of the Use Policy

Notwithstanding the termination provisions contained within the DPA, RouteOne reserves the right to immediately terminate a Dealer's or Dealer User's access to the Site in the event that violations to the Security and Proprietary Information, Access and Authentication, Prohibited Uses, and System and Network Security sections of this policy are suspected or discovered.

Copyright & Trademarks

© 2003-2008 RouteOne, LLC. All rights reserved. All of the content included on the Site, including the text, graphics, logos, icons, screens and configurations, is the property of RouteOne LLC or its licensors and is protected by U.S. and international copyright and trademark laws. RouteOne LLC owns the copyrights in the selection, coordination, and arrangement of the materials on this Site. These materials may not be copied for commercial use or distribution, nor may these materials be modified or reposted to other sites. All software used in the operation of this Site is the property of RouteOne LLC or its software suppliers and is also protected by U.S. and international copyright laws. All Business processes and methods used in the operation of this Site is the property of RouteOne LLC or its suppliers. Dealer does not acquire any ownership rights by printing or downloading any information or using this Site. Any use of the content, software and/or business processes and methods on this Site other than for the express services provided, including reproducing, modifying, distributing, transmitting, replicating or public exhibition, is strictly prohibited.

Monitoring

RouteOne reserves the right to monitor all usage to ensure proper working order, appropriate use, the security of data, and to retrieve the contents of any user communication in these systems.

Security and Proprietary Information

Information contained on RouteOne Internet-related system may be either public information or Non-Public Personal Information (US)/Personal Information (Canada). Dealer and Dealer Users are required to take all necessary steps to prevent unauthorized access to the Site and unauthorized disclosure of Non-Public Personal Information/Personal Information.

Integration with Dealer Management System Providers

RouteOne has made arrangements with certain Dealer Management System (DMS) providers whereby dealers, having the requisite relationship with one of these DMS providers, may elect to receive integration between the Site and such DMS provider.

Dealer's election to receive integration between the Site and Dealer's DMS provider is subject to confirmation by the DMS provider. Upon such confirmation, the DMS provider will provide RouteOne with notice to proceed with the integration of Dealer.

Access and Authentication

Use of this website is restricted to RouteOne and its authorized users. Unauthorized use of RouteOne's websites and systems including but not limited to unauthorized entry into RouteOne's systems, misuse of passwords, or misuse of any information within RouteOne's websites, is strictly prohibited. All information and data acquired from RouteOne's websites and system shall be confidential and proprietary to RouteOne and its authorized users. Such information and data shall be used only as authorized by RouteOne and shall not be disclosed or caused to be disclosed to any third party without written authorization from RouteOne, except that Dealers receiving integration between the Site and Dealer's DMS provider may share such information and data with the DMS provider for purposes of allowing the integration. Users must access Site from Dealer's secure location or using Dealer's secure remote access solution using Dealer-managed computers only. Access to the website using non Dealer-managed computers is prohibited. Dealer is responsible for implementing commercially reasonable security controls including but not limited to: anti-virus, anti-spyware software, secure remote access and firewalls, to protect computers used to access the website.

By supplying user identification and password, Dealer User agrees to read the RouteOne Use Policy before accessing information on the Site. Dealer User understands their responsibility under the RouteOne Use Policy to protect the information and data on the Site.

Dealer System Administrators and Dealer Users are required to keep their logon IDs and passwords secure and unknown to all other persons and are prohibited from sharing accounts. Dealer is responsible for the security of their accounts, passwords and passwords issued to Dealer Users. All Passwords must be changed monthly and must be at least 8 alphanumeric characters in length. Dealer is required to take steps to prevent unauthorized access to their accounts by requiring all Dealer Users to log off of the Site when their workstation will be unattended. Dealer is responsible for all activity on Dealer's Authorized Users' logon IDs and must report any known or suspected compromise of Dealer's Authorized Users' IDs or other information to the RouteOne Help Desk.

Prohibited Uses

Communications and Internet access should be conducted in a responsible and professional manner reflecting commitment to honest, ethical and non-discriminatory business practice. In furtherance of these goals, the following restrictions and prohibitions apply.

Dealer agrees not to place any content on this Site that, in RouteOne LLC's sole determination, is fraudulent, false or misleading, harassing, illegal, abusive or threatening, infringing of the copyrights and trademarks of others, sexually explicit, obscene or pornographic, defamatory or libelous, or is or may be harmful to minors.

Dealer may not upload any destructive programs such as viruses or self-replicating code or take any other actions to harm this Site. Unauthorized attempts to circumvent data security schemes; identify or exploit security vulnerabilities; or decrypt secure data are prohibited.

Dealer may not send unsolicited e-mail messages, including junk mail and chain letters, to any other user of this Site.

Dealer may not solicit passwords or other personal information from any other users of this Site.

Attempting to monitor, read, copy, change, delete, or tamper with another Dealer's, Finance Source's, or any other user's electronic communications, files or software without their express authorization is prohibited.

Knowingly or recklessly running or installing (or causing another to run or install) a program (such as a "worm" or "virus") intended to damage or place an excessive load on the Site or network is prohibited.

Forging the source of electronic communications, altering system data used to identify the source of messages or otherwise obscuring the origination of communications is prohibited.

Attempting to create an electronic copy of an Authoritative Copy of a contract for use separately from the RouteOne eContracting application is prohibited.

Dealer may not and may not allow any other person to sign on the signature pad with the intent of representing the approval of any other person not signing.

Links

As a convenience, this Site may contain links to other Internet sites that are owned and operated by third parties. By offering you these links, RouteOne LLC is not endorsing any of the other sites and RouteOne LLC has no responsibility for the content of third party sites. Dealer accesses linked sites entirely at Dealer's own risk.

Dealer acknowledges and agrees that RouteOne shall not be responsible for any claim arising out of or based upon Dealer's use of any credit bureau service accessed by Dealer via the Site.

System and Technical Support

RouteOne Help Desk is to be used for assistance with the process of using the RouteOne system as well as with problems concerning the sending and receiving credit application and decision information. RouteOne Help Desk will be available for Dealer assistance during the following times* excluding RouteOne holidays:

Monday-Friday	6:00 AM - Midnight
Saturday	9:00 AM - 9:00 PM
Sunday	Unavailable

*Times listed are EST observing daylight savings

Outside of these hours, callers may leave a voice message and RouteOne will respond within four hours on the next business day. An emergency phone number will be available during the off-hours and will be distributed via the RouteOne Help Desk off-hours outgoing message. RouteOne holidays include but may not be limited to the following: New Years Day and Christmas Day. RouteOne does not offer technical support on using any operating system, such as Windows, MacOS, or Unix.

System and Network Security

Dealer may not attempt to circumvent user authentication or security of the Site, any host, network, or account. This includes, but is not limited to accessing data not intended for the Dealer, logging into a server or account the Dealer or Dealer User is not expressly authorized to access, or probing the security of the Site or of other networks, either manually or by artificial means. Dealer may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet. Dealer and its Dealer Users who violate systems or network security may incur criminal or civil liability. RouteOne will cooperate fully with investigations of violations of the Site security, other systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Indemnification

Dealer agrees to pay, reimburse, indemnify and hold harmless RouteOne and its agents from and against all actions, suits, damages, judgments, costs, charges, expenses, attorney fees, claims and consequences of any liabilities, of any nature, which are asserted against RouteOne as a result of Dealer's conduct, actions, omissions, or use of the Site, including any claim based on the accuracy of any Dealer report or the transmittal of, or obtaining of, a Dealer report by a Dealer, to a Dealer by RouteOne or to any Dealer Designee.

Force Majeure

RouteOne LLC will not be liable in any amount for failure to perform if such failure is caused by power outages, Internet outages, communications outages, fire, flood, earthquakes, tornadoes, acts of terror, acts of war, acts of God or the occurrence of any other unforeseen contingency beyond the control of RouteOne LLC.

CAMS Hardware and Connectivity Requirements

- * 1024x768 monitor resolution
- * 56 K Modem Dial-up or Broadband Internet Connection
- * Adobe® Reader® version 5.0 or greater

Browser / OS Requirements

- Windows 2000: IE 6.0, IE 6.01
- Windows XP: IE 6.0, IE 6.01, IE 7
- Windows Vista: IE 7

eContracting Hardware and Connectivity Requirements

- * 1024x768 monitor resolution
- * Broadband Internet Connection
- * Adobe® Reader® version 7.0.7 or greater
- * Signature Pad Requirements
 - * Font size of 10 point
 - * Underline or bold specific parts of the text
 - * Response time that is close to instantaneous (meaning less than 1 second)
 - * Support the use of ActiveX
 - * Support the use of French language characters
 - * USB Compatible
 - * 300 DPI or higher
 - * Real-time visual display
- * High-speed quality (e.g. laser) printer that can accommodate printing both on standard commercially available letter and legal size paper with the capability of printing in color if the state or Finance Source with which that dealer intends to do business requires documents printed in color
- * Fax Machine Requirements
 - * Capable of sending both letter and legal size documents
 - * Capable of logging the status of outbound transmissions

Browser / OS Requirements

- Windows 2000: IE 6.0, IE 6.01
- Windows XP: IE 6.0, IE 6.01, IE 7

Site Availability and Maintenance Schedule

The system availability objective is 99.5% during the hours of operation (19 hours: 7:00AM ET to 2:00AM EST*). RouteOne reserves the right to conduct maintenance activities outside the hours of operation that may affect site availability.

Maintenance Schedule:

Routine maintenance that affects system availability or performance will be formally scheduled in advance and will be performed during defined maintenance windows. The Maintenance Schedule for routine system maintenance activities includes the following formally defined, recurring windows:

Window: Dedicated System Components (dedicated RouteOne hardware, and so on)

Schedule: Daily, 2 a.m. to 7 a.m. EST*

Impact: Components will remain available during the maintenance window unless planned downtime is specifically scheduled.

Window: Leveraged Components (shared wide area network (WAN), internal SMC network components, and so on) (no impact on availability, affects redundancy)

Schedule: Monthly, second Sunday, 2 a.m. to 5a.m. EST*

Impact: Leveraged components are redundant - services will remain available during the maintenance window without redundancy.

Window: Third Party WAN/local area network (LAN) Components

Schedule: Weekly, Saturday, 11 p.m. to 7 a.m. EST*

Impact: Network will remain available unless otherwise scheduled.

* The RouteOne System will observe Daylight Saving Time, therefore all times reflect Eastern Standard Time or Eastern Daylight Time when appropriate.

DEALER PARTICIPATION AGREEMENT

APPENDIX D

REPORTS

Reports: For the purposes of generating reports, Dealer Data will be segregated into two categories: Dealer Data and Anonymous Dealer Data or ADD, as these terms are defined in the Agreement. Dealer authorizes RouteOne to generate two types of reports: Type I reports will be generated from Dealer Data; Type II reports will be generated solely from ADD. Dealer grants RouteOne permission to make Type I reports accessible to Dealer. Dealer grants RouteOne permission to make Type II reports accessible to Dealer Designees identified on Appendix A.

Dealer and Dealer Designees may access reports on www.routeone.net. With respect to fully integrated and partially integrated credit applications, reports will automatically incorporate all relevant data. In the event that Dealer transmits credit applications via facsimile rather than electronically through CAS, Dealer must manually input Dealer Data into the CAS in order for Dealer reports to incorporate all relevant data (beyond a report of the gross volume of credit applications which Dealer has submitted to a particular finance source). Dealer acknowledges that the number and type of reports available to Dealer and Dealer Designees may vary. The reports available to Dealer and Dealer Designees are subject to change, and are based on certain factors, including but not limited to, the number and type of transactions handled by RouteOne, whether or not Dealer is part of an affiliated dealer group, the number of FS(s), and the number of dealers the Dealer has identified as Dealer Designees. RouteOne may add to or eliminate reports from its service to Dealer from time to time at RouteOne's sole discretion.