

First Innovations, Inc.
Data Access Agreement (Dealer Subscription Form)

Agreement Information

This Solution includes functionality which requires data from the Dealer's Dealer Management System ("DMS"). It is agreed that access to the DMS of the named Dealer is essential to the delivery of this service. In order to provide this solution, a login ID and password to access the named Dealer DMS will need to be established. At any time, this account may be removed by the Dealer if further access is not necessary. Removal of this account will cause the Solution to cease functioning until access is reinstated. StoneEagle and the Client agree that both during and after the term of this Agreement, neither party shall disclose identifying or other Dealer information to any party except StoneEagle and the Client. Both parties agree that any Dealer information accessed will only be used for the purposes herein provided. By signing this form, each party represents that it agrees to these conditions and that it has the authority to enter into this Agreement.

Solutions – Check if desired:

☐ SEcureMetrics

Enable Following SEcureMetrics Modules:

☐ DCR

Dealer Information

Dealership Name

Street Address

City

State

Zip

Phone Number

Fax Number

**Contact
Information**

F&I Contact Name

Number

E-mail

System Contact Name

Number

E-mail

**First Innovations Contact
Information**

Contact Name

Number

E-mail

Dealer System Access Setup (50% of forms are returned with 1 or more access items incomplete)

DMS Type: _____ User Name: _____ Password: _____

***Please login with new Username and Password and check off each access item.**

Solution	ADP Access Needed	R&R Access Needed
SEcureMetrics Options	ENG	6910, 7601, 7602
<input type="checkbox"/> SEcureMetrics Reports	Store-FI w/ ENG Store: _____-FI	4760 w/ programs: 6910, 7601, 7602
<input type="checkbox"/> Dealer Comparison Reporting		
<input type="checkbox"/> Inventory		
<input type="checkbox"/> Accounting	Accounting Function	n/a

Check Primary Connection:

☐ SEcureLink

☐ VPN

Modem Number 1 (Required): _____

Modem Number 2: _____

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This Data Access Agreement (this "Agreement") is made and entered into as of the date of execution by and between **StoneEagle.com, Inc.**, with offices located in Richardson, Texas (hereinafter referred to as "StoneEagle"), and First Innovations, Inc. (hereinafter referred to as the "Client") and the above-referenced **Dealer** (hereinafter referred to as the "Subscriber") in connection with that certain Service Agreement by and between StoneEagle and the Client, dated June 10, 2002 (the "Service Agreement"). Wherein StoneEagle agrees to provide certain software applications and Services necessary to capture information from the Dealer Management Systems ("DMS") and update information to the DMS of the Dealers, and the Client acknowledges that StoneEagle must have access to certain Dealer information in order to accomplish the purposes set forth therein.

Negation of warranty.

THE CLIENT EXPRESSLY AGREES THAT ITS USE OF THE DEALER MANAGEMENT SYSTEM INTERFACE (HEREINAFTER REFERRED TO AS "DMSI") IS AT THE CLIENT'S SOLE RISK. NEITHER STONEEAGLE NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES WARRANT THE ACCURACY, THE CORRECTNESS OF ANY DATA, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DMSI, THE TIMELINESS, SEQUENCE, COMPLETENESS, RELIABILITY OR CONTENT OF THE DATA OR INFORMATION OF THE DMSI. ALL ACCESS TO THE DMSI IS "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SUBSCRIBER BEARS ALL RISK PERTAINING TO QUALITY AND PERFORMANCE OF THE DMSI AND ALL INFORMATION INVOLVED WITH DMSI.

Limitation of liability.

IN NO EVENT, INCLUDING NEGLIGENCE, SHALL STONEEAGLE BE LIABLE TO THE CLIENT AND/OR THE SUBSCRIBER AND THEIR AFFILIATES FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, OR THE ACCURACY OR CORRECTNESS OF THE INFORMATION CONTAINED HEREIN, EVEN IF STONEEAGLE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. STONEEAGLE'S LIABILITY TO THE CLIENT AND/OR THE SUBSCRIBER, AND THEIR AFFILIATES HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AGGREGATE AMOUNT CLIENT PAID TO STONEEAGLE IN CONNECTION WITH THE SERVICE AGREEMENT.

IN NO EVENT SHALL STONEEAGLE BE LIABLE TO THE CLIENT AND/OR THE SUBSCRIBER, AND THEIR AFFILIATES FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF STONEEAGLE IN PROVIDING THE DATA UNDER THIS AGREEMENT OR TO THE ACCURACY OR CORRECTNESS OF THE DATA PROCESSED BY THE CLIENT.

IN NO EVENT SHALL STONEEAGLE BE LIABLE TO THE CLIENT AND/OR THE SUBSCRIBER, AND THEIR AFFILIATES FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF STONEEAGLE TO CONNECT TO THE DEALER MANAGEMENT SYSTEM (HEREINAFTER REFERRED TO AS "DMS") DUE TO ISSUES BEYOND STONEEAGLE'S CONTROL WHICH SHALL INCLUDE, WITHOUT LIMITATION, SUCH THINGS AS BUSY LINES, CORRUPT MODEMS, LOCKED PORTS ON THE DMS, NO MODEM CARRIER ERRORS AND ALL OTHER TECHNICAL ISSUES THAT MAY PREVENT CONNECTIVITY TO THE DMS.

SUBSCRIBER HEREBY AGREES THAT SUBSCRIBER IS SOLELY RESPONSIBLE AND LIABLE FOR ESTABLISHING, ADMINISTERING AND MONITORING ALL SECURITY AND PERSONNEL MATTERS CONNECTED WITH OR RELATED TO SUBSCRIBERS EMPLOYEES, AGENTS OR AFFILIATES ACCESS TO AND USE OF THE DMSI AND ANY INFORMATION CONTAINED THEREIN. IN NO EVENT SHALL STONEEAGLE OR THE CLIENT BE LIABLE TO SUBSCRIBER, ITS EMPLOYEES, AGENTS OR AFFILIATES FOR UNAUTHORIZED ACCESS TO, OR MISUSE OF THE DMSI OR ANY INFORMATION CONTAINED THEREIN.

Term:

The Term of this Agreement shall commence on the Effective Date and terminate upon the earlier to occur of the following: (i) termination of the Service Agreement; (ii) in the event of a material breach of this Agreement, and the failure by the breaching party to cure the breach within thirty (30) days after the date of written notification of such breach; or (iii) StoneEagle's, Client's or Subscribers thirty (30) day prior written notice delivered to all other parties herein.

There shall be no unauthorized use of StoneEagle's products or services.

The Subscriber, its employees, agents and affiliates shall not copy, modify, distribute or transfer (by any means) sublicense, reverse engineer, recompile or disassemble any of the software or components constituting StoneEagle's products or services provided pursuant to the Service Agreement and the same shall at all times be and remain solely and exclusively owned by StoneEagle..

Compliance with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 through 6810 ("G-L-B Act") and the Federal Trade Commission's implementing regulation, Regulation P, 16 C.F.R. Part 313 ("Regulation P")

The privacy provisions of the G-L-B Act and Regulation P, which became effective on July 1, 2001, regulate the manner in which the Subscriber is allowed to share with others the personally identifiable financial information not otherwise generally available to the public that the Subscriber obtains about its consumers ("Nonpublic Personal Information").

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In connection with StoneEagle's business relationship with the Client and the Subscriber, the Subscriber shall share certain of its consumers' Nonpublic Personal Information with StoneEagle. As such, StoneEagle and Client agree as follows:

1. StoneEagle and the Client shall use their best efforts to comply with the requirements of G-L-B Act and Regulation P, in particular, as they relate to the disclosure and protection of Trade Secret and Nonpublic Personal Information.
2. StoneEagle and the Client agree to use their best efforts to keep confidential all Trade Secret and Nonpublic Personal Information received from the Subscriber in accordance with the provisions of the G-L-B Act and Regulation P. In particular, StoneEagle and the Client understand that StoneEagle and the Client may use the Trade Secret and Nonpublic Personal Information StoneEagle and the Client receive from the Subscriber only for the purposes for which such Trade Secret and Nonpublic Personal Information was delivered to StoneEagle and the Client, and only for such other purposes as are permitted under the G-L-B Act and Regulation P.
3. StoneEagle and the Client agree to use their best efforts to maintain and to cause their affiliates to maintain physical, electronic and procedural safeguards that comply with Regulation P to guard the Trade Secret and Nonpublic Personal Information StoneEagle and the Client receive from the Subscriber. StoneEagle and the Client further agree to be responsible for any breach of this Agreement by their affiliates.
4. In the event Trade Secret and Nonpublic Personal Information is used in an unauthorized manner or disclosed in violation of the G-L-B Act and Regulation P, which unauthorized use or disclosure is caused by the action or inaction of StoneEagle or the Client, StoneEagle and the Client agree to immediately notify the Subscriber of such event. StoneEagle and the Client shall indemnify and hold the Subscriber harmless from all claims, damage, liability, costs and expenses (including court costs and reasonable attorneys' fees) arising from any unauthorized use or disclosure which results directly from the action or inaction of StoneEagle or the Client. In addition, StoneEagle and the Client understand that the Subscriber will be entitled to all other remedies available at law or equity, including injunctive relief.
5. Upon written request, StoneEagle and the Client agree to promptly return Trade Secret and Nonpublic Personal Information received from the Subscriber, or to promptly destroy all materials containing such Trade Secret and Nonpublic Personal Information (and any copies, extracts, and summaries thereof) and shall further provide Subscriber with written confirmation of such return or destruction upon the Subscriber's written request.
6. This Agreement shall be binding upon and inure to the benefit of StoneEagle's and the Client's affiliates, successors, and assigns. In the event of a conflict between the terms of this Agreement and any prior agreement between the parties hereto, the terms of this Agreement shall control. All obligations under this Agreement shall survive the termination of this Agreement for a period of two (2) years, except that the obligation to keep Trade Secret and Nonpublic Personal Information confidential shall remain in effect for an indefinite period of time. Any failure on the part of the Subscriber to insist upon the performance of this Agreement or any part thereof shall not constitute a waiver of any rights hereunder. If a court in any judicial proceeding shall refuse to enforce any of the separate rights or obligations contained in this Agreement, then such unenforceable right or obligation shall be deemed modified or eliminated so as to be enforceable for purposes of such proceeding.
7. **Service Provider Agreement-Safeguards Rule Clause**
StoneEagle.com, Inc. is a Service Provider to automobile dealers. StoneEagle warrants to its Dealers that it presently maintains, and will continue to maintain and periodically test the efficiency of appropriate information security programs and measures designed to ensure the security and confidentiality of "Customer Information" (as defined in 16 CFR S314.2(b)). Such information security programs and measures shall include appropriate procedures designed to (1) protect the security and confidentiality of such information, (2) protect against anticipated threats or hazards to the access to or use of such information, and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer of Dealer.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
By signature of each authorized agent below, each party hereto hereby represents and warrants that such agent has the authority to enter into this Agreement on behalf of such party. The Dealer and the Client hereby authorize StoneEagle to access the Dealer's computer system for the purpose of extracting and updating the finance and insurance ("F&I") deal information contained therein.

Dealer Authorization

Signature of Dealer Principal

Date

Printed Name

Title

First Innovations:

(Signature, printed name, & title)

Date

StoneEagle:

(Signature, printed name, & title)

Date

PLEASE FAX COMPLETED ACCESS AGREEMENT TO STONEEAGLE AT 972.934.8230

Requested User ID for SEcureMetrics

(ID and Password not to exceed 10 Characters each)

User Name	User ID	Alternate User ID	Position	Email
Example: John Stone	jstone	stonej	Finance Manager	jstone@abccompany.com

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