

Third Party Authorization and Agreement for F&I Express eContracting



Dealership Name		Address	
_____	_____	_____	_____
City	State	Zip Code	Phone
_____	_____	_____	_____
<u>Reynolds and Reynolds DMS Information</u>			
Store #	Branch #	Sample Deal #	
_____	_____	_____	
Intersection Technologies Qualified End User License Agreement Completed			

Dealership Contact Information

Title	Name	Phone	Email
F&I Director			
Business Office			
IT Manager			

<input type="checkbox"/>	Yes, I want the CompliPrice feature to meet my aftermarket compliance policies.
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Agent Information

Agent Name	Email	Office Phone	Cell Phone

Aftermarket Providers Used

Provider	Dealer ID	Product(s)

Authorized F&I Express System Users

First Name	Last Name	Position	Email

Target Install Date: _____

Send completed form to newdealer@fandiexpress.com or 855-294-9584 (Fax)

F&I Express Dealer Desk: 1-855-364-3977 : Ext. 1



Dealership Name: _____

Address: _____

Contact Name: _____

Email: _____

Phone: _____

DMS: _____

Est. Monthly Contract Volume: _____

Agreement

_____ agrees to pay a one-time setup fee of \$245, due and payable upon execution of the agreement. _____ agrees to pay ITI a monthly service fee of \$150 beginning the subsequent month the DMS integration was set up. ITI will send invoices on a monthly basis via email. The invoices shall be due and payable within 30 days of the invoice date.

Payment methods

We accept credit card, check, or ACH. You can pay via credit card by viewing the monthly emailed invoice and clicking on the pay now button. If you would like to pay via ACH, please reach out in a separate email to billing@fandiexpress.com and the form will be sent to you. ITI reserves the right to discontinue DMS integration if the account is in default.

Terms and Conditions

This agreement is a month-to-month agreement and can be cancelled when the party responsible for the monthly fee sends an email to billing@fandiexpress.com and request to be moved to standard integration. The last day to notify F&I Express so you will not be charged the following month is the 23rd of each month.

Contact and Billing Information

Party responsible for setup fee: _____

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Invoices sent to: _____

Signature _____

Date: _____

Party responsible for monthly fee: _____

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Invoices sent to: _____

Signature _____

Date: _____

EXHIBIT D

**FORM OF INTERSECTION TECHNOLOGIES QUALIFIED END USER LICENSE
AGREEMENT AND/OR DATA AUTHORIZATION FORM**

Dealership Name	
Dealer Code	
Address	
City State Zip	
System Admin	
Systems Admin Phone Store/Cell	
Primary Contact	
Contact Phone	
Contact Email	
Type DMS	
F&I Area	

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (“Agreement”) is made and entered into by and between Intersection Technologies Inc. Texas incorporation (“Intersection Technologies”), and _____ (“Dealer”), as of this, the ____ day of _____, 20__ (the “Effective Date”). By executing this Agreement, the parties agree to all of the provisions hereof, including the terms and conditions set forth on the reverse side hereof, which are hereby incorporated herein by reference. _____ agrees to pay a onetime set up fee \$245.00 and _____ agrees to pay the reoccurring monthly fee of \$150.00 to Intersection Technologies Inc.

1. License. Intersection Technologies hereby grants to Dealer the limited right and license to access and use Intersection Technologies’ web-based, F&I Express software application (the “Application”) in accordance with its documentation and Intersection Technologies’ instructions, if any, beginning on the Effective Date until the first anniversary thereof and renewing yearly thereafter (each, a “Term Year,” collectively, the “Term”) until this Agreement is terminated by either party.

2. Ownership and Use Limitations. The Application is and shall remain the property of Intersection Technologies and/or its suppliers. Dealer shall obtain no interest therein other than the limited license granted hereunder. Dealer shall not sell, rent, transfer, reproduce, publicly display, modify, adapt, translate, or create derivative works of, the Application. Dealer shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form of, the Application. Dealer shall not reproduce the functionality of the Application or engage any third party to do so. Dealer shall maintain the confidentiality of the Application and its features and shall promptly notify Intersection Technologies of any disclosure thereof to any unauthorized third party.

3. Permissions to Intersection Technologies. Dealer hereby grants to Intersection Technologies the limited right and license to access and use Dealer’s computing facilities and data (including without limitation customer data) for the limited purpose of installing and operating the Application for Dealer and for no other purpose. Notwithstanding the above, for Dealers that utilize a Reynolds and Reynolds Company (“Reynolds”) DMS, Reynolds will

provide F&I deal and customer data directly to Intersection Technologies through the Reynolds Certified Interface program.

Confidentiality. Intersection Technologies represents and warrants to Dealer that Intersection Technologies presently maintains, and will continue to maintain and periodically test the efficacy of, appropriate information security programs and measures designed to ensure the security and confidentiality of “Customer Information” which obligations may include the Gramm-Leach-Bliley Act and its implementing regulations (“GLBA”), the Personal Information Protection and Electronic Documents Act of Canada (“PIPEDA”), and other United States laws, or the laws of any Canadian province.

Such information security programs and measures shall include appropriate procedures designed to (1) protect the security and confidentiality of such information, (2) protect against unauthorized threats or hazards to the security or integrity 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. Dealer, its representatives and applicable governmental regulators may, from time to time, also audit the security programs and measures implemented by Intersection Technologies pursuant to this section.

4. Each Party shall promptly notify the other in the event of any security breach relating to Customer Information. Neither Party shall use Customer Information for any purpose other than in furtherance hereof. Dealer shall be solely responsible for accurately informing its customers of any use to which Dealer puts Customer Information with Customer’s authorization. NOTICE TO NORTH CAROLINA DEALERS: THE AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND/OR CONSUMER DATA.

5. Limitation of Liability; Disclaimer of Warranties. DEALER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS ARISING IN CONNECTION WITH THE APPLICATION OR INTERSECTION TECHNOLOGIES' PERFORMANCE HEREUNDER SHALL BE RETURN OF A PRORATED PORTION OF THE FEES PAID BY DEALER, WHICH DEALER HEREBY AGREES IS A FAIR AND EQUITABLE REMEDY. UNDER NO CIRCUMSTANCES SHALL INTERSECTION TECHNOLOGIES BE LIABLE TO DEALER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER RELATED TO DEALER'S USE OR RELIANCE UPON THE APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. THIS LIMITATION SHALL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. THE APPLICATION IS MADE AVAILABLE ON AN “AS IS” BASIS ONLY AND INTERSECTION TECHNOLOGIES MAKES NO WARRANTIES, CONDITIONS, INDEMNITIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE AS TO ANY MATTERS, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, INTEGRATION, ACCURACY, SECURITY, AVAILABILITY, SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. DEALER REMAINS SOLELY RESPONSIBLE FOR OPERATING DEALER'S BUSINESS RESPONSIBLY.

6. Indemnity. Dealer shall indemnify, defend, and hold harmless Intersection Technologies from against all actual and threatened third party claims, actions, damages, and losses of every kind arising in connection with any act or omission of Dealer's and/or Dealer's personnel.

7. Term. This Agreement shall be effective as of the Effective Date, and shall continue until terminated by either party upon notice to the other. This Agreement shall also be terminated in the event of either party's breach hereof upon ten (10) days written notice thereof to the breaching party by the non-breaching party unless within such ten (10) day period the breaching party cures such breach.

IN WITNESS WHEREOF, Dealer and Intersection Technologies by their authorized representatives agree to all of the provisions hereof by executing this Agreement.

Intersection Technologies, Inc.

Dealer

Signature

X _____
Signature

Printed name and title

X _____
Printed name and title

DETERMINING STORE/BRANCH ON THE ERA SYSTEM

To assist the dealer in identifying the store and branch number, ask them to log into ERA and type in 77. Below is an example of what they may see, depending on their access, they may also be taken directly to the next screen shot.



They should then choose the line item for the appropriate store from the list; in this example, we chose # 3.

From the next screen you will be able to verify the store and branch information. In this example, the dealership is store 4, Accounting branch 1.

Please note that the line item # from the main screen does not always coincide with the actual store #.

