



Credit Advantage Addendum

SIGN & FAX ADDENDUM TO (619) 938-7007

Dealership: _____

Contact Name: _____

Contact Telephone: (_____) _____ - _____

Contact Fax: (_____) _____ - _____

Contact Email: _____

We Appreciate Your Business!

Credit Advantage Addendum to CreditMaster Services Exhibit IS-1

This Credit Advantage Addendum ("Addendum") is between The Reynolds and Reynolds Company ("Reynolds") and the undersigned client (hereinafter referred to as "You" or "Your"). Reynolds and You entered into a Master Agreement, including the Customer Guide, signed by You on _____ (together, the "Master Agreement") and the CreditMaster Services Exhibit, signed by You on _____ (the "Exhibit"). This Addendum sets forth additional terms and conditions under which Reynolds may license to You certain data (as set forth below) from First Advantage Credco, LLC ("FAC").

You understand, acknowledge and agree to the following:

1. Definitions. "FAC Services" for the purpose of this Addendum shall collectively mean and refer to: (i) the appending of consumer actual or estimated data (Data Enhancement) to certain other products delivered under the Master Agreement, and (ii) Aggregated Reporting as those terms are defined below.
2. Grant of License. You are hereby granted a nontransferable, nonexclusive license to use and receive the FAC Services, as referenced in Section 3 below.
3. Permitted Uses of the FAC Services. The FAC Services may be used solely for the following permitted uses:
 - A. Data Enhancement. The "Data Enhancement" application is the process where FAC will append certain data to inbound requests for consumer data (each, an "Enhanced Request") generated by Your marketing efforts. FAC will then deliver the Enhanced Request to You for Your automotive sales efforts. FAC will only perform Data Enhancement when the requests furnished to FAC by You are generated or owned by You.
 - B. Aggregated Reporting. The "Aggregated Reporting" application is the process where FAC will aggregate certain data and provide that application to You in an executive report format for the intent of comparison of Your operations or in comparison with geographic and national like comparisons.
4. Limitations on Use of the FAC Services.
 - A. FAC Services Access. You shall not sell, rent or otherwise provide the FAC Services to any third party other than as permitted herein. You shall: (i) hold the FAC Services in confidence; (ii) provide access to the FAC Services only to Your employees to whom access is required and to the extent necessary for proper use hereunder. Notwithstanding the foregoing, You may provide the FAC Services to consumers who are prospective buyers of Your products and services.
 - B. Individual Look-ups. You shall not use the FAC Services in any application involving individual look-ups of people for the purpose of collection of debt, including, without limitation, applications pertaining to: (i) skip tracing functions; or (ii) electronic directory assistance applications.
 - C. Restrictions. You will not use or take into consideration the FAC Services as a factor in establishing, determining or in connection with, an individual's eligibility for personal credit, insurance, employment or any other permissible purpose for which a consumer report may be used under the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.). You will not use the FAC Services in a way that negatively characterizes any ZIP+4, or to exclude any ZIP+4 in a way that could result in disparate treatment on a prohibited basis under the Equal Credit Opportunity Act (15 U.S.C. 1691 et seq.) and Regulation B under that Act. You will not use the FAC Services in any way for the purpose of taking "adverse action" against a consumer, as defined in the Equal Credit Opportunity Act and Regulation B.
 - D. State Restrictions. Portions of the FAC Services are derived from motor vehicle information procured by FAC or FAC's data providers from the states. Such states impose data use restrictions with which FAC must comply. Upon FAC's notice to You, You shall strictly comply with all data use restrictions now or hereafter imposed upon FAC by any state.
 - E. FAC Restrictions. FAC may impose restrictions on the use of the FAC Services to manage the integrity thereof and FAC's access to its data sources in light of issues concerning privacy, good taste, and other consumer related issues. FAC and You will work together to remedy any such identified unacceptable conditions such that You will resume use of the FAC Services.
 - F. Compliance. You shall comply with all applicable federal, state and local laws, statutes, rules and regulations, including, without limitation, all applicable "do not call" legislation and the applicable provisions of the Gramm-Leach-Bliley Act [15 U.S.C. 6801 et seq.] with regard to Your ordering, usage and any disclosure, of the FAC Services. If applicable to You, You shall use the FAC Services in compliance with the Direct Marketing Association's Guidelines for Ethical Business Practice and mailing list practices (<http://www.the-dma.org/guidelines/EthicsGuidelines.pdf>) and Privacy Promise (http://www.the-dma.org/privacy/privacy_promise.pdf). Any solicitation made using the FAC Services shall comply with all applicable federal, state and local laws. All marketing efforts, solicitations, ad copy and other communications to be used in connection with the FAC Services shall not reference selection criteria or presumed knowledge concerning the intended recipient of the solicitation, or the source of the recipient's name and address, and shall be in good taste in accordance with normal business practice.
 - G. Usage of Propensity to Pay Score. If You obtain the Propensity to Pay Score from FAC under this Addendum, then You agree to comply with the additional requirements set forth in Exhibit "A", attached hereto and incorporated herein by reference.

5. Fees and Charges. You shall pay for the FAC Services in the amounts set forth in the IS1 Exhibit". Reynolds and/or FAC shall have the right to revise or amend the pricing by providing thirty (30) days prior written notice to You before such revision or amendment becomes effective. Payments shall be made within thirty (30) days of invoice date. If You fail to pay any invoice in accordance with the foregoing terms, You shall also pay interest on the unpaid amount at the lesser of 1.5% per month or the maximum amount allowed by law. The prices and rates for FAC Services do not include either shipping costs or applicable federal, state or local sales or use taxes. You shall be charged applicable sales tax; You shall be responsible for filing all other taxes.

6. Effect of Termination: Upon termination of this Addendum: (a) FAC and Reynolds shall cease to provide FAC Services to You and (b) You shall immediately (i) pay all accrued and outstanding fees and charges (ii) discontinue all use of the FAC Services, (iii) delete all FAC Services from Your files and computer systems.

7. Confidentiality. The parties hereby agree that the terms and conditions of this Addendum, including all attachments hereto and any policies, customer information, business practices, pricing, plans and methods not in the public domain which may be known or disclosed to either party as a result of this Addendum, will be held in confidence and not disclosed to any third party for any reason whatsoever. You agree that You will not advertise or in any way publicly announce through any media that You have entered into this Addendum or have or will be using the FAC Services, without the express prior written consent of FAC.

8. Disclaimers. The FAC Services are provided "AS IS." NEITHER REYNOLDS NOR FAC MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE FAC SERVICES (OR ANY INFORMATION CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY FAC SERVICE, THAT IT WILL MEET YOUR NEEDS, OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND FAC AND REYNOLDS EXPRESSLY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES.

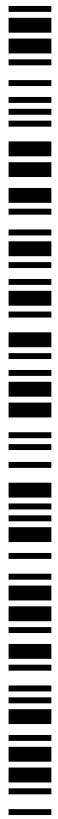
9. Limitations of Liability. In no event will Reynolds, FAC, or any provider of information used by FAC in preparing the FAC Services, any of their respective affiliates, or any of their respective officers, directors, employees, or agents, have any liability to You for any special, incidental, or consequential damages, including, without limitation, lost profits, business interruption, loss or corruption of data, and the like, arising out of any transactions in connection with this Agreement, including, without limitation, in connection with any FAC Service, whether incurred as a result of negligence or otherwise, even if such persons or any of them have been advised of the possibility of such damages. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT SUCH LIMITATIONS MAY NOT APPLY TO YOU. The maximum liability of Reynolds and FAC in connection with an FAC Service will not exceed an amount equal to the price paid by You for such FAC Service which is the subject of Your claim.

10. Indemnification. You shall defend, indemnify and hold Reynolds and FAC harmless from and against any claim made by any third party which arises from or is in any way connected with the use of the FAC Services or the performance of any services by You.

11. Except as expressly modified by this Addendum, the Master Agreement and the Exhibit remains unchanged and is hereby ratified and confirmed by the parties. In the event of a conflict between the terms and conditions of the Master Agreement and those set forth in this Addendum, the terms and conditions of this Addendum shall control.

12. The parties agree that all capitalized terms, unless otherwise defined in this Addendum, shall have the same meaning that is ascribed to them in the Master Agreement, or any addendum thereto.

13. This Addendum shall terminate upon the termination of the Master Agreement and may be terminated earlier for convenience by either party, at any time, effective upon written notification to the other party.



14. Surviving Provisions. The provisions of sections 7, 8, 9, and 10 of this Addendum (and any other provision which by its nature should survive) shall survive any termination of this Addendum or the Master Agreement.

15. Each person signing below represents and warrants that he/she has the full power and authority to bind each principal to the obligations of this Addendum.

The Reynolds and Reynolds Company

(Name of Client)

(Signature)

(Print Name)

(Title)

Address: _____

First Advantage Credco, LLC

(Signature)

(Print Name)

(Title)

(Signature)

(Print Name)

(Title)

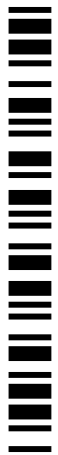


EXHIBIT A
PROPENSITY TO PAY SCORE

1. **Grant of License.** You are hereby granted a nontransferable, nonexclusive license to use certain archived proprietary data known as the Propensity to Pay Score (the "Score") subject to the terms and restrictions set forth below.

2. **Restrictions on use of the Score.**

A. The Score is to be used only for the purposes listed below. Any additional use of the Score requires FAC's prior written approval.

(i) **Data Enhancement** – the Score may be appended to Your own files.

(ii) **List Selects** – You may use the Score to select records to create a mail, email, or telemarketing list. You may only use each list on a rental basis.

(iii) **Analysis** – You may use the Score to conduct internal analysis for Your own internal marketing programs, decision support or information services.

(iv) **Modeling** – You may use the Score to create models used to rank Your file or prospect list, provided that the Score is used in combination with at least three (3) other variables, a score is not a one-to-one correlation with the Score, and the model is used in compliance with the other requirements stated herein.

(v) **Change in Law** – FAC may modify or terminate the terms of this license in the event of a change in the law or in FAC's interpretation of the law.

B. When used for direct marketing purposes, the Score shall be used only in connection with offers that comply with the Direct Marketing Association's guidelines for ethical business practice and mailing list practices. Any solicitation made using the Score under this Addendum shall comply with all applicable federal, state and local laws.

C. All marketing efforts, solicitations, ad copy and other communications to be used in connection with the Score shall not reference selection criteria or presumed knowledge concerning the intended recipient of the solicitation, or the source of the recipient's name and address, and shall be in good taste in accordance with normal business practice.

D. You agree to maintain the security and confidentiality of the Score, and shall institute appropriate policies and procedures to prevent the transfer, disclosure or use of the Score to any person or entity who is not a party to this Addendum.

E. You will not in any manner, directly or indirectly, reverse engineer individual level data from the Score or permit any third party to do so.

F. You will not use or take into consideration the Score as a factor in establishing, determining or in connection with, an individual's eligibility for personal credit, insurance, employment or any other permissible purpose for which a consumer report may be used under the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*).

G. You will not use the Score in a way that negatively characterizes any ZIP+4, or to exclude any ZIP+4 in a way that could result in disparate treatment on a prohibited basis under the Equal Credit Opportunity Act (15 U.S.C. § 1691 *et seq.*) and Regulation B under that Act.

H. You will not use the Score in any way for the purpose of taking "adverse action" against a consumer, as defined in the Equal Credit Opportunity Act and Regulation B.

3. **Warranties.** NEITHER FAC NOR Reynolds and Reynolds NOR its Data/Score Provider's MAKE ANY WARRANTY, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. FAC's and Equifax's sole obligation and Your sole remedy under this Exhibit A is the correction of any errors in the Score which are made known to FAC and Equifax by written notice describing such errors in detail.

4. **Limitation of Liability.** FAC and Reynolds and Reynolds NOR its Data/Score Provider's liability for any claim, regardless of the form of action, whether in contract, tort or negligence, for any damages resulting from or in any manner connected with the Score, shall not exceed the fee and other charges paid by You for the Score. In no event shall FAC or Reynolds and Reynolds be liable for any other damages, whether indirect, incidental, special, punitive, exemplary or consequential including, but not limited to, lost business and lost profits, whether foreseeable or not, even if advised of the possibility of such damages.

5. **Indemnification.** You shall indemnify and hold harmless FAC and Reynolds and Reynolds NOR its Data/Score Provider's (the "Indemnitees") from and against any and all losses, damages, liabilities and costs, including attorneys' fees, that result, directly or indirectly, from any claims or demands against any of the Indemnitees by a third party that arises out of or relates to the unauthorized use of the Score, or any derivative thereof.

6. **Use by Client Only.** Use of the Score will be limited to You only. You are not permitted to sublicense the Score to resellers, brokers, distributors, or any other third parties for any usage, resale or other purposes.