



MASTER AGREEMENT

Dealership: _____ Date: _____

Address: _____
Street City State Zip Code

Phone: _____ Fax: _____ E-mail: _____

Dealership contact: _____ Sold by: _____ Reference contract number: _____

This agreement ("Agreement") is made on the ____ day of ____, 20__ ("Effective Date") between Dealer Marketing Services, Inc ("DMS"), with its principal office located at 5401 Elmore Avenue, Suite 200, Davenport, IA 52807 and the dealership named above ("Dealership").

General Terms and Conditions

Section 1. Definitions and Description of ProMail Plus™ Service.

1.1 Definitions. As used in this Agreement, and in addition to terms defined elsewhere in this Agreement, the following words have the following meanings, whether used in the singular or plural:

- a. The term "List" means the consumer names and address provided pursuant to the consumer criteria selected on the Purchase Order.
- b. The term "Purchase Order" means the document which shall be used to specify each Direct Mail drop order.
- c. The term "Information" means the consumer information provided to Dealership under this Agreement.
- d. The term "Initial Letter" means a letter sent by DMS to consumers on the List which states an offer of credit from a national lender.
- e. The term "Follow Up Letter" means a letter sent by DMS to consumers who respond to the initial letter which includes an offer of credit pursuant to the Instant Screen Agreement.

1.2 Description of ProMail Plus Service.

1.2.1 How it works.

a. Dealership shall place an order for a mailing via the Purchase Order. DMS shall obtain the mailing list based on the Purchase Order specifications and mail the Initial Letter specified on the Purchase order on or about the Drop Date specified on the Purchase Order. DMS shall provide toll free Credit Hotline service and website service to process the consumer response to the letters. Information obtained from these services will be provided to Dealership pursuant to the manner prescribed on the Purchase Order. DMS shall mail the Follow UP Letter to all consumers who respond to the Initial Letter.

b. Each consumer who responds through the website is required to enter their individual PIN# shown on the letter and will be required to answer identity verification questions. When the consumer's identity is verified they will receive their credit score and national ranking. The Dealership will receive the consumer's information including an InstantScreen credit score and AutoSummary (when available). In the event a consumer fails to properly answer the identity verification questions they will be notified the Dealership will contact them and the dealership will receive the consumer's information without the InstantScreen credit score and AutoSummary.

1.2.2 Software License. DMS grants Dealership a non-transferable, non-exclusive license for the term of this Agreement to access and use ProMax Unlimited™ CRM version via internet facilities for use in Dealership's business if Dealership does not currently have a license for ProMax Unlimited or a ProMax Unlimited CRM.

Section 2. Fees, Taxes and Payment of Fees.

2.1 Fees. Fees are specified on the Purchase Order.

2.2 Sales and Use Taxes. DMS will make a reasonable attempt to be familiar with the taxes due on ProMail Plus transactions in each state, county, city, town, or any other taxing authority, and will charge customer what DMS understands to be the applicable taxes and submit them to the proper authorities. If an amount for any tax is not specifically stated on this Agreement no tax has been charged to Dealership, however in the event any taxes shall be due on ProMail Plus services provided to Dealership then Dealership agrees to submit such taxes to either DMS or the appropriate taxing authorities. In the event DMS should be required to pay any taxes for a ProMail Plus transaction provided by this Agreement Subscriber agrees to reimburse DMS for the entire amount of the taxes paid by DMS within 10 days of invoice from DMS, such invoice will be accompanied by the applicable proof of tax due and/or paid by DMS.

2.3 Payment of Fees. All payments are due five business days in advance of any order specified on a Purchase Order. Cancelled Purchase Orders are subject to a minimum 50% charge for work in process, with the amount of the charge dependent on the time of the cancellation.

Section 3. Dealership Responsibility. a) Dealership shall only use the Direct Mail List on a one-time use only basis in connection with Dealership's marketing program providing a pre-screened firm offer of credit to persons identified on the Direct Mail List; b) Dealership agrees that DMS shall deliver such offer to all persons identified on a Direct Mail List on behalf of the Lender making a pre-approved offer; c) Dealership shall not segment the Direct Mail List by finite credit score ranges; d) Dealership shall not sublet, resell or republish the Direct Mail List in any manner whatsoever; e) Dealership shall not use the Direct Mail List to create a substitute database; f) Dealership shall not convert or use the Direct Mail List to produce statistical reports, except for count reports produced in relation to the use of the Direct Mail List for marketing purposes as authorized herein; g) A Direct Mail List shall may be copied by Dealership, with such copies subject to the terms of this Agreement; h) Dealership shall not use the Direct Mail List in any application involving individual look-ups of people; i) Dealership shall take adequate measures to ensure its use of the Information complies with all federal, state and local law, statute or rule regarding customer information confidentiality and safeguards (including but not limited to the Graham Leach Bliley Act and the Fair Credit Reporting Act). j) Dealership agrees to indemnify, defend and hold harmless DMS and Third Party Data Providers from any claim or cause of action against DMS and Third Party Data Providers arising out of or relating to any use by Dealership of the Information, including, without limitation, use by individuals or entities which have not been authorized by this Agreement to have access to and/or use the Information; k) If Trans Union or Experian is selected on the Purchase Order Dealership is required to complete prescribed Granite Bay Acceptance documents; l) if Equifax is selected on the Purchase Order Dealership is required to complete prescribed MDA Capital documents; m) Dealership must sign the required Instant Screen™ agreements for the Follow Up Letter.

Section 4. DMS Property. Any materials developed by DMS for the ProMail Plus Service, including but not limited to the letters sent to consumers pursuant to this Agreement, are the property of DMS. Such materials are protected by the copyright laws of the United States of America and may not be copied, duplicated or reproduced in any manner without the express written consent of DMS.

Section 5. Term and Termination. This Agreement shall be in effect on the Effective Date and shall continue until either Party terminates this agreement by giving the other Party a 30-day written notice delivered in the manner prescribed in Section 8.4. Notwithstanding the forgoing: a) if Dealership is in default of any of the terms of this Agreement and fails to cure such default within 10 days after receiving written notice of such default from DMS, DMS may immediately terminate this Agreement with no further notice; b) if Dealership does not have a currently active Purchase Order DMS may immediately terminate this Agreement without notice

Section 6. Customer Information Safeguards and Indemnity. Dealership and DMS agrees to implement and maintain physical, electronic and procedural safeguards as may be reasonably necessary to guard non-public personal information ("Customer Information") on all Information. DMS agrees to hold any "Customer Information" to which it has access in strict confidence and shall access "Customer Information" for the explicit business purpose of fulfilling its obligations pursuant to this Agreement. DMS and Dealership agree to indemnify and hold harmless the other party from any claims made against the other party for violations of any federal, state and local law, statute or rule regarding customer information confidentiality and safeguards (including but not limited to the Graham Leach Biley Act and the fair Credit Reporting Act) by the violating party resulting from this Agreement.

Section 7. Limited Warranty and Remedy, Disclaimer. DMS warrants that it is authorized to fulfill its obligations under this Agreement. DMS MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE ADEQUACY, THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR THE COMPATIBILITY OF THE SERVICES PROVIDED HEREUNDER WITH DEALERSHIP'S INTENDED USE OF THE PROMAIL PLUS SERVICE, EXCEPT THAT DMS WILL PERFORM ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT. DMS DOES NOT WARRANT OR GUARANTEE THAT A SPECIFIC NUMBER OF VEHICLE SALES TRANSACTIONS, IF ANY, WILL BE REALIZED BY DEALERSHIP AS A RESULT OF THE PROMAIL PLUS SERVICE PROVIDED HEREUNDER. THE PROMAIL PLUS SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. FURTHERMORE, DMS RESERVES THE RIGHT TO MAKE CHANGES TO ANY AND ALL ASPECTS OF THE PROMAIL PLUS SERVICE PROVIDED HEREUNDER, AT ANY TIME, WITHOUT ANY OBLIGATION TO NOTIFY ANY PERSON OR ENTITY OF SUCH CHANGES. TO BE CERTAIN THAT THE PROMAIL PLUS SERVICE COMPLIES WITH FEDERAL, STATE, AND LOCAL LAW, DEALERSHIP MUST CONSULT WITH AND OBTAIN THE OPINION OF THE ATTORNEY OF ITS CHOICE AND AT ITS OWN EXPENSE. IN THE EVENT ANY DMS OWNERS, OFFICERS, EMPLOYEES OR REPRESENTATIVES HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS REGARDING THE PROMAIL PLUS SERVICE WHICH CONFLICTS WITH THIS AGREEMENT OR ANY PUBLISHED LITERATURE OR ADVERTISING MATERIALS, SUCH STATEMENTS SHALL NOT BE DEEMED WARRANTIES, SHALL NOT BE RELIED UPON BY DEALERSHIP AND SHALL NOT BE DEEMED PART OF THIS AGREEMENT. THIS SECTION CONTAINS DMS'S ONLY WARRANTY CONCERNING THE PROMAIL PLUS SERVICE PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, ARISING BY CONTRACT OR BY LAW, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, WHICH WARRANTIES AND REPRESENTATIONS ARE HEREBY DISCLAIMED. DMS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR EXEMPLARY DAMAGES, WHETHER DUE TO NEGLIGENCE OR OTHER FORM OF TORT OR CONTRACTUAL LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DMS'S TOTAL LIABILITY RELATING TO THIS AGREEMENT FOR BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER CLAIM SHALL IN NO EVENT EXCEED THE FEES DMS RECEIVES HEREUNDER.

Section 8. General Terms

8.1 Force Majeure. Neither party shall be in default if the failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including, but not limited to, power outages, failures or interruptions of communications facilities or equipment of third parties, acts of God, civil commotion, strikes, labor disputes, natural disasters, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, and governmental demands or requirements.

8.2 Multiple Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

8.3 Facsimile copies. The parties agree that if a duly authorized representative of one party signs this Agreement and transmits such Agreement to the other party via facsimile transmission, and a duly authorized representative of the other party then signs such transmission, this Agreement shall have been validly executed by both parties and such fully signed document, and the facsimile of such document bearing all signatures transmitted to the party that originally signed such document shall be deemed as original documents, and shall be acceptable as evidence in a court of law.

8.4 Notices. All notices under this Agreement shall be in writing and shall be delivered: a) personally; b) by overnight courier; or c) by United States Mail, registered or certified, return receipt requested, postage prepaid. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery notice or return receipt or the date the receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth herein, or at such other addresses as the parties may provide in writing from time to time.

8.5 Non-waiver. No failure or delay of either party to exercise any rights or remedies under this Agreement or any Customer Order shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.

8.6 Headings. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All cross-references in this Agreement, unless expressly directed to another agreement or document, shall refer to the provisions of this Agreement and shall not be deemed to be references to any other agreements or documents.

8.7 Governing Law, Dispute Resolution, Attorney's Fees and Enforcement Costs. This Agreement and all dealings between the parties hereto shall be determined by and are governed by the laws of the State of Illinois. The parties agree that any dispute or claim relating to or arising out of the parties' relationship or this Agreement, including the breach hereof, shall be fully and finally resolved by binding arbitration in accordance with the rules of, and conducted by the American Arbitration Association, in Rock Island County, Illinois and that judgment upon the award rendered may be entered by any court having jurisdiction thereof; provided, however, that this arbitration provision shall not apply: a) to collection actions for payment of fees which shall be subject to the laws of the State of Illinois in the jurisdiction of Rock Island County, Illinois, and: b) to any disputes or claims arising out of Customers infringement of Licensor's copyrights or other intellectual property rights in ProMail Plus. The prevailing party in any civil litigation or arbitration action shall be entitled to reimbursement from the other party for costs, filing fees, reasonable attorney fees, witness fees, expert fees, court costs, arbitration panel fees, and related travel expenses as they may apply.

8.8 Severability. If any portion of this Agreement is determined to be legally invalid or unenforceable, such portion will be severed from this Agreement and the remainder of this Agreement will continue to be fully enforceable and valid.

The parties acknowledge, by their authorized signatures below, that they have read the terms and conditions of this Agreement and any Schedules, Appendixes, Purchase Orders and Addendums attached hereto, and agree to be bound thereby. The parties agree that this Agreement and attachments thereto represents the entire agreement between the parties and may not be modified except in a writing signed by authorized representatives of both parties.

Dealership

Dealer Marketing Services, Inc.

By: _____

By: _____

Name & title: _____

Name & title: _____

Date: _____

Date: _____