



REYNOLDS AND REYNOLDS POWER DMS with ASP SUPPLEMENTAL TERMS

These supplemental terms and conditions are supplemental to the Reynolds and Reynolds Limited General Terms and Conditions and apply in conjunction with those General Terms and Conditions.

These supplemental terms are the additional terms for the proper operation of the POWER DMS utilising the ASP Service.

1. ADDITIONAL DEFINITIONS

In these supplemental terms the following terms shall have the meanings ascribed to them:

- "ASP Application Server"** means the Server that is located at Reynolds and Reynolds with the Application Programs and Operating System and is used to provide the ASP Service.
- "ASP Equipment"** means the Equipment located at Reynolds and Reynolds.
- "ASP Service"** means those services, products and software provided by Reynolds and Reynolds as described in this Agreement.
- "Application Program"** means a series of programs, which enable the ASP Application Server to perform a specific task such as the processing of a general ledger.
- "Application Program Software Support"** means the provision of Software support services by telephone regarding use of the Licensed Software.
- "Application Program Software Support Fee"** means the charge for the provision of Application Program Software Support as well as the Royalties.
- "Foreign Device"** means any device, other than approved PC(s) and printer(s), that is not sold by Reynolds and Reynolds.
- "Reynolds and Reynolds Computer System" or "System"** means a computer system for automotive dealerships including, but not limited to, all Equipment, Software, ASP Service and communications devices provided by Reynolds and Reynolds.
- "Licensed Software"** means all Software, as defined herein, a licence for which is granted to the Customer pursuant to Section 6 of this Agreement and is in force only during the period of time that the Customer is paying the monthly Application Program Software Support Fee.
- "MAC"** means the Application Program, which includes the Management Accounting System developed and maintained by Reynolds and Reynolds for the Reynolds and Reynolds Computer System.
- "Operating System"** means a series of programs, which enable the ASP Application Server to perform its general internal supervisory processes that are not specific to any Application Program. These processes include communications, database and print spooling functions.
- "Program"** means a series of instructions that tell the ASP Application Server how to perform a task. The computer cannot perform any task, however simple, without a Program.
- "Remedial Maintenance"** means any maintenance service on Equipment for failures which have occurred as a result of routine normal use and excluding any failures or other exclusions as described in Section 5.8 of this Agreement.
- "System Administrator"** means an employee of the Customer, designated by the Customer, to act as System Administrator to be responsible for the coordination of all installation and operation of the Equipment and the Software and shall include a second employee designated as a back-up System Administrator by the Customer, and in both cases shall be an employee of the Customer with managerial status, as well as having sufficient knowledge, qualifications and/or experience.
- "Training School"** means the courses conducted by Reynolds and Reynolds to train and educate nominated employees of the Customer in the operation of the Equipment and Software, which courses will be conducted at such places and at such times as shall be determined by Reynolds and Reynolds.

2 Installation and Maintenance

2.1 Installation of Equipment



- (a) A Reynolds and Reynolds representative will, when necessary, make a site-planning visit after execution of this Agreement by Reynolds and Reynolds.
- (b) The Customer hereby expressly acknowledges that it is the Customer's responsibility to ensure that the Equipment specifications as planned comply with all regulations and standards including without limitation those relating to health and safety, fire precautions and electrical standards.
- (c) The Customer acknowledges and agrees that should the Customer fail to have the facility completed to correct specifications on the date agreed Reynolds and Reynolds may have to reschedule the entire installation process, which may substantially delay installation of the System. Should rescheduling occur, the Customer agrees to pay a rescheduling charge.

2.2 Network

The design and installation of a Local Area Network (LAN) involves a high degree of technical complexity. The Customer understands and agrees that until the installation of the LAN is completed in accordance with current standards governing network telecommunications (the determination of which will be made in the sole discretion of Reynolds and Reynolds), it is impossible to ensure that the amount or type of LAN equipment to be purchased, will be adequate. The Customer also understands that no assurance can be given that additional equipment, or equipment with different specifications will not be necessary, in order to complete the proper installation of the LAN.

2.3 Restrictions

- (a) The parties agree that the ASP Service is subject to the Third Party Personal Computers ("PC(s)") using either the operating system software as defined in the Technical Supplement.
- (b) Each Customer's PC that will be accessing the ASP Application Server via the ASP Service may use any of the following connection methods to the Internet:
 - dedicated public IP address – no Network Address Translation ('NAT')
 - static NAT between the PC and the router
 - dynamic NAT or overloading handled by the router
- (c) The Customer acknowledges and agrees that POWER running on a PC can only support one TCP/IP "adapter" at a time. A TCP/IP adapter is defined as any device that facilitates the PC communicating on a TCP/IP network. This includes WiFi devices, modems, network interface cards (NIC) or any other device that connects the PC to a LAN or the Internet.

2.4 Customer Equipment Installation Responsibilities

The Customer is solely responsible for providing and paying for data networks from the Customer's location(s) to the Reynolds and Reynolds location that are capable of transmitting the data such that the response time that the Customer's users experience is adequate to accommodate the Customer's needs. The Customer acknowledges and agrees that such data networks must have an upload and download bandwidth capable of transmitting data at all times with bandwidth of no less than 15 kilobits per second per user for the ASP Service. If Reynolds and Reynolds conducts a bandwidth performance test and the minimum bandwidth performance for both upload and download is not always greater than or equal to 15 kilobits per second per user such data network will be declared to be non-compliant. The Customer agrees that all time and material charges associated with such test, or other problems or investigation regarding a non-compliant data network will be paid for by the Customer. The Customer understands and agrees that the only data that is to be sent or received over this data network will be data that is sent to, or received from, the ASP Application Server and that if the Customer sends or receives other data, that response time may become unsatisfactory and Reynolds and Reynolds will be unable to control or improve the response time.

2.5 Installation by third party

Reynolds and Reynolds agrees to allow the Customer to designate a third party to install the wiring for the Third Party PC(s) and the 24-port LAN Switch(es) (10/100 Mbps), subject to the following conditions:

- a) Reynolds and Reynolds and the Customer agree that all wiring, connectors and distances are to be in accordance with standards governing network telecommunications, the determination of which shall be at the sole discretion of Reynolds and Reynolds.

- b) Reynolds and Reynolds shall perform the labelling and final installation of the Third Party PC(s) and the 24-port LAN Switch(es) (10/100 Mbps) to the LAN wiring.
- c) The Customer agrees that any Equipment failures or other problems resulting from any wiring not installed by Reynolds and Reynolds, as solely determined by Reynolds and Reynolds, are excluded from Remedial Maintenance service by Reynolds and Reynolds, and the Customer agrees to pay Reynolds and Reynolds at Reynolds and Reynolds' then current rates for any service or repairs by Reynolds and Reynolds that are necessary due to such failures or problems.
- d) The Customer agrees to pay Reynolds and Reynolds on a time and materials basis, at Reynolds and Reynolds' then current rates, for all wiring and installation services performed by Reynolds and Reynolds pursuant to this Agreement.

2.6

Foreign Device

- a) The Customer agrees that no Foreign Device shall be attached to the Reynolds and Reynolds Computer System during the term of this Agreement except as provided for by this clause.
- b) Reynolds and Reynolds agrees that the Customer may purchase PC(s), Laser Printer(s) or Laser Forms Printer(s) from a third party source(s), which source is not the same source from which the original Equipment maintained and installed under this Agreement was obtained (hereinafter referred to as "Third Party PC(s), Third Party Laser Printer(s) and Third Party Laser Forms Printer(s)", or collectively "Third Party Equipment"), and attach the Third Party Equipment to the Customer's Reynolds and Reynolds Computer System, subject to the Third Party Equipment meeting Reynolds and Reynolds' specifications and minimum configuration requirements and Reynolds and Reynolds' written approval of the manufacturer and model.
- c) Any Reynolds and Reynolds approved Third Party Equipment attached to the Reynolds and Reynolds Computer System meeting Reynolds and Reynolds' then current specifications and minimum configuration requirements will not be considered a Foreign Device.
- d) The Customer acknowledges that if the Customer attaches to the Customer's Reynolds and Reynolds Computer System, any Third Party Equipment for which Reynolds and Reynolds has not provided written approval of the manufacturer and model, or which does not meet the specifications and minimum configuration requirements, as required by this Paragraph, then that shall constitute a material breach of the Agreement.
- e) The Customer acknowledges that the current specifications and minimum required configuration for any Third Party PC (desktop or laptop PC) and details of the Third Party Printer(s)/Third Party Laser Forms Printer(s) that currently meet Reynolds and Reynolds' requirements are annexed to this Agreement.
- f) The Customer acknowledges and agrees that due to the variations in Equipment manufactured by third parties, Reynolds and Reynolds cannot guarantee, even if Reynolds and Reynolds has provided written approval as required herein, that any specific Third Party Equipment will work to the Customer's satisfaction when attached to the Customer's Reynolds and Reynolds Computer System. Further, the Customer agrees that Reynolds and Reynolds shall in no way be liable to the Customer if any Third Party Equipment does not work to the Customer's satisfaction, even if Reynolds and Reynolds has provided its written approval of the manufacturer and model of the Third Party Equipment, as described herein.
- g) The Customer acknowledges that the specifications and minimum configuration requirements for the Customer's Third Party PC(s), or manufacturer and model requirements for the Customer's Third Party Laser Printer(s) or Third Party Laser Forms Printer(s), may change from time-to-time. The Customer acknowledges and agrees that it may be necessary for the Customer to upgrade its Third Party Equipment at its own cost in order to meet or maintain the specifications, minimum configuration requirements, manufacturer and/or model requirements. Further, the Customer agrees to make such upgrades, in a timely manner, at the Customer's expense.
- h) The Customer agrees that all Third Party PC(s) must be network compatible and manufactured by either IBM, Hewlett-Packard or Dell.
- i) Each Third Party PC connected to the Customer's Reynolds and Reynolds Computer System requires its own individual port on a LAN Switch.

- j) Reynolds and Reynolds agrees to allow the Customer to self-install third party PC-based software (for example, Microsoft Office, Microsoft Outlook) (hereinafter referred to as "Third Party PC Software") on the Customer's Third Party PC(s) that are attached to the Customer's Reynolds and Reynolds Computer System.
- k) Reynolds and Reynolds agrees to allow the Customer to self-install PC-based software which enables the Customer's Third Party PC(s) to access the Internet (for example, Microsoft Edge, Google Chrome) (hereinafter referred to as "PC Internet Software") on the Customer's Third Party PC(s) which are attached to the Customer's Reynolds and Reynolds Computer System.
- l) Manufacturers and other Third Party software supplier's minimum requirements should be considered by the Customer when selecting Third Party PC(s). The Customer acknowledges and agrees that Reynolds and Reynolds shall have no responsibility for the ability of this minimum configuration to support manufacturer or third party software.
- m) Reynolds and Reynolds agrees to allow the Customer to perform Remedial Maintenance services themselves, or to designate a third party to provide Remedial Maintenance services, for the Customer's Third Party Equipment.
- n) The Customer understands and agrees that Third Party Laser Printer(s) and Third Party Laser Forms Printer(s) can only be attached to a PC utilising POWER that is attached to a port on a LAN Switch.
- o) Reynolds and Reynolds and the Customer agree that the Customer will purchase their own blank paper, toner and other supplies for the Customer's Third Party Laser Forms Printer(s).
- p) The Customer agrees to use the Third Party Laser Forms Printer(s) in accordance with the Reynolds and Reynolds Third Party Laser Forms Printer operating manual. The Customer acknowledges and agrees that failure to use the Third Party Laser Forms Printer(s) in accordance with the operating manual may cause the Third Party Laser Forms Printer(s) to not operate as desired by the Customer.
- q) The Customer acknowledges and agrees that the Customer assumes the full and complete responsibility for using the Third Party Laser Forms Printer(s) to print cheques or other forms, and that Reynolds and Reynolds makes no representations or warranties regarding the printing quality or use of Third Party Laser Forms Printer(s) to print, even if the Customer complies with the recommendations set forth in the manual(s). Further, the Customer agrees that Reynolds and Reynolds shall not be responsible or liable in any way for any costs or damages, including any fines or penalties assessed by financial institutions for substandard printing, resulting from the Customer's usage of the Third Party Laser Forms Printer(s).

3 Software Support Services

3.1 Software Support Services to be performed by Reynolds and Reynolds

The Customer acknowledges and agrees that in order to make Enhancements/Modifications of the Software available, it may be necessary for Reynolds and Reynolds to bring the ASP Application Server down (down-time) for a period of time. Reynolds and Reynolds will contact the Customer to notify the Customer of the scheduled down-time, and the Customer agrees to cooperate with Reynolds and Reynolds in the scheduling and loading of all Enhancements/Modifications to the Software. The Customer acknowledges that Reynolds and Reynolds may not be able to provide the Customer with a definite period of time for which the ASP Application Server will be down, but that Reynolds and Reynolds will use its reasonable efforts to minimize such down-time. Further, the Customer agrees that some Enhancements/Modifications will require the Customer to move to the then-current version of the Reynolds and Reynolds Software and that Reynolds and Reynolds shall determine the date of such software release and the Customer's conversion.

3.2 Customer Software Support Responsibilities

The Customer shall designate two of its employees to act respectively as the System Administrator and his/her back up; and each employee so designated shall be suitably qualified and/or experienced to be responsible for the coordination of all installation and operation of the Equipment and the ASP Service.



The Customer covenants and agrees to:

- (a)
 - (i) Ensure that the System Administrator (including the back up System Administrator) is available to attend the Training School for classes relating to all Application Programs.
 - (ii) In the event of the departure of the employee(s) nominated as System Administrator(s), appoint a new System Administrator who is willing and able to attend the Training Schools within thirty (30) days.
 - (iii) For each Application Program to be installed, send the department manager and one (1) other person from that department to the Training School for that Application Program prior to installation.
 - (iv) Ensure that employees are educated on a continuing basis in the proper use of the Software by ensuring that all appropriate and current employees participate in the appropriate Training School for the Application Program or Programs that they use.
- (b) Read and be familiar with the operating procedure manuals provided for general system operation and specific Application Program operation.
- (c) Direct and require that all users satisfactorily complete any and all computer assisted instruction courses developed or endorsed by Reynolds and Reynolds and applicable to the Programs to which that user shall have access.
- (d) Read and be familiar with all System changes and Enhancement/Modification notifications published by Reynolds and Reynolds.
- (e) Operate the overall System and each Application Program in the manner prescribed in the operating procedure manuals provided by Reynolds and Reynolds.
- (f) Report immediately to Reynolds and Reynolds in writing and by telephone all situations or trouble encountered where the ASP Service, overall system or individual Application Program does not operate as specified.
- (g) Submit in writing all ideas or suggestions for improvements and enhancements that the Customer believes to be desirable. The Customer, by the submission of an idea or suggestion, relinquishes all right and title to it and agrees that the idea or suggestion becomes the property of Reynolds and Reynolds. Reynolds and Reynolds is under no obligation to incorporate such suggestions into the Programs.
- (h) Utilise the revisions of the Operating System and Application Programs that are released by Reynolds and Reynolds.
- (i) Maintain tangible Customer documents required to recreate all of the Customer's data as necessary (i.e. invoices, purchase orders and all other source documents).
- (j) Complete the End-of-Month process by the 25th of each month. If the Customer has not completed the End-of-Month process by the 25th of the month, Reynolds and Reynolds will process the Customer's End-of-Month jobs and the Customer will be billed for these services at Reynolds and Reynolds' then-current time and materials rates.
- (k) Assist Reynolds and Reynolds in insuring that MAC Verify is in balance. Should MAC Verify be out of balance and if that is preventing MAC drop from running, Reynolds and Reynolds will make the necessary efforts to balance MAC Verify and the Customer will be billed for these services at Reynolds and Reynolds' then-current time and materials rates.

4 ASP Service and Connectivity

- 4.1 The Customer agrees that Reynolds and Reynolds shall be the Customer's Application Service Provider. As such, Reynolds and Reynolds will be the host for an ASP Application Server and related ASP equipment (the "ASP Equipment") which will be located at a facility of Reynolds and Reynolds' choice. This will be remote from the Customer's location. The Customer acknowledges and agrees that the ASP Equipment shall, at all times, remain the property of Reynolds and Reynolds and that the Customer will have no title to the ASP Equipment.
- 4.2 Reynolds and Reynolds will maintain the ASP Equipment.



- 4.3 The Customer agrees to pay Reynolds and Reynolds the ASP Set Up Fee, Monthly ASP Hosting Fee and Monthly IBC Server Hosting Fee as set out in Schedule B. The Customer acknowledges and agrees that the Monthly ASP Hosting Fee and the Monthly IBC Server Hosting Fee, like all other monthly charges invoiced to the Customer in accordance with this Agreement, are payable to Reynolds and Reynolds for the entire term of the Agreement. The Customer acknowledges and agrees that Reynolds and Reynolds may increase the Monthly ASP Hosting Fee and the Monthly IBC Server Hosting Fee at any time after the first 12 months from the execution date of this Agreement without further notice to the Customer.
- 4.4 The Customer is responsible for reporting all access line failures, as they occur, to Reynolds and Reynolds at its offices in Birmingham. The Customer shall cooperate with Reynolds and Reynolds and the telecommunications/ISP company, as necessary, including assisting with any necessary testing, to isolate any problems with the access line or network.
- 4.5 The Customer acknowledges and agrees that Reynolds and Reynolds' provision to the Customer of connectivity to the ASP Service, as described herein, is conditional upon the timely payment by the Customer of the Monthly ASP Support Fee and the Monthly IBC Server Hosting Fee and all other charges as provided for in this Agreement.
- 4.6 The ASP Service does not include:
- Expense of the data network from the Customer's location(s) to their ISP.
 - Telecommunications equipment at the Customer's location(s).
- 4.7 The initial number of Users is specified in Schedule B. Reynolds and Reynolds and the Customer agree that the Customer can increase the number of Users at any time during this Agreement, without the need for a written amendment to this Agreement. Any increase beyond the initial number will be treated as an amendment to the contractual number of Users, with the additional Users being charged at the then current Monthly Application Program Software Support Fee