

PLATFORM TERMS OF USE

Last Updated Date: March 1, 2014

Wise F&I LLC, a Missouri limited liability company ("Wise F&I") operates a service (the "Platform") that is designed to allow certain authorized business clients of Wise F&I or its affiliates (each referred to herein as an "Originator") to electronically originate certain consumer protection contracts including but not limited to guaranteed asset protection, vehicle service contract, vehicle appearance care, tire & wheel protection, vehicle theft deterrent, maintenance, roadside assistance, extended warranty or limited warranty programs (collectively, "Contracts") either (a) by manually entering the required data through a web interface, or (b) through direct, electronic integration with Originator's dealer management system, menu system or some other electronic selling system (herein referred to as "DMS/Menu"), and to also support other actions of Originator including but not limited to certain, electronic Contract administration, remittance and reporting functions.

Any access to, or use of, the Platform shall be on, and subject to, the terms and conditions set forth in these Platform Terms of Use ("Terms of Use"). Subject to the terms and condition of these Terms of Use, any such access or use by an Originator may be done only by and through individuals that (a) are employed by such Originator or are engaged as independent contractors of such Originator and are performing work that is substantially similar to that which would normally be performed by an employee of such Originator, (b) have been identified by such Originator to Wise F&I, and (c) have been issued user credentials by Wise F&I (such as a username and password) which have not been revoked by Wise F&I (each such individual shall be referred to herein as an "Authorized User").

Any and all access to, or use of, the Platform by an Authorized User (or by anyone using the credentials of an Authorized User) of an Originator shall constitute access to, and use of, the Platform by such Originator. Originator agrees to cause all Authorized Users to be bound by, and fully comply with, these Terms of Use, and, without limiting the generality of the foregoing, each Authorized User agrees to be bound by, and fully comply with, these Terms of Use as if such Authorized User is Originator. Originator represents and warrants that each Authorized User has, and shall have, the authority to bind Originator to these Terms of Use.

ORIGINATOR MAY HAVE AGREED TO THESE TERMS OF USE BEFORE ACCESSING OR USING THE PLATFORM. IN ADDITION TO ANY SUCH AGREEMENT, EVERY TIME AN AUTHORIZED USER ACCESSES OR USES THE PLATFORM, SUCH AUTHORIZED USER AGREES TO THESE TERMS OF USE ON BEHALF OF ORIGINATOR. IF ORIGINATOR DOES NOT AGREE TO THESE TERMS OF USE (WITHOUT MODIFICATION), ORIGINATOR IS NOT AUTHORIZED TO ACCESS OR USE THE PLATFORM.

Wise F&I reserves the right to change these Terms of Use from time to time by giving notice of such change to Originator by any reasonable means including, without limitation, by posting an updated version of these Terms of Use on the Platform. If Wise F&I changes these Terms of Use, it will also revise the "Last Updated" date at the top of these Terms of Use. Any such change shall be effective on the revised "Last Updated" date at the top of such changed Terms of Use. Originator's continued access to, and/or use of, the Platform after Wise F&I gives notice of a change to these Terms of Use (including,

without limitation, by posting an updated version of these Terms of Use on the Platform) constitutes Originator's agreement to any such changed Terms of Use.

1. License and Restrictions.

1.1. License. Conditioned upon, and subject to, Originator's strict compliance with these Terms of Use, Wise F&I grants Originator a fully revocable (as set forth below), non-exclusive, non-transferable, limited license to access and use the Platform to (a) electronically originate Contracts, and (b) use such other features of the Platform that are made available to Originator, in each case solely (i) for Originator's internal business purposes, (ii) to the extent the applicable functionality is made available to Originator, and (iii) by and through Authorized Users.

1.2. Restrictions. Originator agrees not to (a) access or use the Platform for any purpose that is not expressly permitted by these Terms of Use or is otherwise unlawful, (b) use the Platform in any manner that may impair the operation of the Platform or its availability or usage by others, (c) use the Platform to provide services to any third party or otherwise for the benefit of any third party, (d) use or access, or attempt to use or access, any portion of the Platform for which Originator is not intentionally given access to by Wise F&I, (e) use or access, or attempt to use or access, the Platform to access the information of others, (f) decompile, reverse engineer or disassemble any software or other products or processes accessible through the Platform, (g) insert any code or product or manipulate the Platform in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Platform, (h) use the Platform to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person, entity or business organization, or (i) use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with Originator's access and use of the Platform.

1.3. Revocation and Suspension. Wise F&I may, in its sole discretion, revoke or suspend the license granted in Section 1.1 above at any time, with or without notice, and for any reason (or no reason) including, without limitation, if Wise F&I believes that Originator's use of the Platform may infringe one or more the intellectual property rights of a third party or aids or threatens such infringement. Originator agrees that if such license is revoked, it will not thereafter access or use, or attempt to access or use, the Platform, directly or indirectly, and if Originator's license is suspended, Originator agrees that it will not thereafter access or use, or attempt to access or use, the Platform, directly or indirectly, until its suspension is removed and Wise F&I gives Originator express notice thereof.

2. Platform Performance. Subject to the terms and conditions of these Terms of Use, Administrator will use commercially reasonable efforts in keeping with normal industry standards to maintain the availability of the Platform during the regular business hours of Originator. It is possible, however, that there will be interruptions of the Platform's service availability. Among other things, the Platform may be unavailable from time-to-time either for scheduled or unscheduled maintenance or technical difficulties. Subject to the terms and conditions of these Terms of Use, Wise F&I shall use reasonable efforts to establish and maintain direct, electronic integration between the Platform and

certain third party providers (as designated solely by Wise F&I) of various DMS/Menu systems during the regular business hours of Originator. Originator acknowledges that Wise F&I has no control over such DMS/Menu providers and, accordingly, does not warrant or otherwise guarantee the performance of such DMS/Menu systems and/or its electronic integration with the Platform.

3. Additional Obligations of Originator. Originator agrees to comply with all applicable laws, statutes, ordinances, regulations, contracts and applicable licenses regarding Originator's access to, and use of, the Platform. Originator agrees to provide only true, accurate, current and complete information to the Platform. Originator is solely responsible for the installation, repair and use of Originator-supplied computer hardware and/or software. Wise F&I does not support third-party hardware or software used or supplied by Originator. Any questions concerning third-party hardware or software should be directed to the provider of that product. Wise F&I assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software or any Originator-supplied hardware or software with the Platform. If such third-party equipment or software impairs the Platform's service availability, Originator shall remain liable for applicable payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Wise F&I has no responsibility to resolve the difficulties caused by such third-party equipment or software.

4. Authorized Users. Any and all access to, or use of, the Platform using an Authorized User's credentials (such as a username and password) shall constitute access to, and use of, the Platform by Originator. Originator agrees to be directly and primarily liable to Wise F&I for any damages incurred by Wise F&I as a result of any act, error, or omission of any Authorized User (and anyone that uses and/or accesses the Platform using an Authorized User's credentials). Originator shall immediately notify Wise F&I in writing (or by such other process as Wise F&I may establish from time to time) if Originator desires to terminate the user credentials of any Authorized User including, by way of example, if an individual who is an Authorized User ceases to, as applicable, be employed by Originator or ceases to be engaged as an independent contractor of Originator performing work that is substantially similar to that would normally be performed by an employee of Originator. Only the named individual Authorized User to whom an Authorized User's credentials are issued may use the credentials associated with such Authorized User. Originator agrees to cause each Authorized User (and each Authorized User agrees) to protect his or her credentials by, among other things, keeping such credentials (e.g., username and password) confidential. Originator agrees to immediately notify Wise F&I of (a) any use of the credentials associated with an Authorized User by any individual or entity other than the individual Authorized User with whom an Authorized User's credentials are associated, and (b) any other breach of security. Wise F&I may, in its sole discretion, revoke or suspend an Authorized User's credentials at any time, with or without notice, and for any reason (or no reason). Originator agrees that, if an Authorized User's credentials are revoked, it will not thereafter permit such Authorized User to access or use, or attempt to access or use, the Platform, directly or indirectly, and if an Authorized User's credentials are suspended, Originator agrees that it will not thereafter permit such Authorized User to access or use, or attempt to access or use, the Platform, directly or indirectly, until such suspension is removed and Wise F&I gives Originator express notice thereof.

5. Ownership. Originator acknowledges and agrees that title to the Platform including, without limitation, all patents, copyrights, trademarks, trade secrets, data, information and other intellectual property rights therein are owned by, and shall be retained exclusively by, Wise F&I and/or Wise F&I's applicable suppliers. The Platform may not be used, copied or imitated, in whole or in part, except as expressly provided herein. Subject only to the license expressly granted in these Terms of Use, all rights in and to the Platform are expressly reserved by Wise F&I. To the extent that Originator provides any comments, instructions, suggestions, information, and/or other feedback to Wise F&I regarding the Platform and/or otherwise (collectively, "Feedback"), Originator assigns, and agrees to assign, to Wise F&I all right, title, and interest including, without limitation, all intellectual property rights, in and to such Feedback.

6. Confidential Information. All data, materials, content and other information on the Platform, the manner in which the Platform is configured, and any methodologies and/or techniques used to provide the programs and Contracts available through the Platform shall be considered Wise F&I's confidential information (collectively, "Wise F&I's Confidential Information"). Originator agrees (a) to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information but no less than reasonable care, to protect Wise F&I's Confidential Information from unauthorized use and disclosure, (b) not to use Wise F&I's Confidential Information other as necessary to access and use the Platform in accordance with the license expressly provided for in these Terms of Use, and (c) not to disclose Wise F&I's Confidential Information to any third party.

7. Indemnification. Originator agrees to indemnify and hold harmless Wise F&I and its affiliates, officers, members, directors, employees, shareholders, information providers, and suppliers (collectively, "Indemnified Parties") from and against any and all claims, demands, liabilities, judgments, obligations, losses, damages, penalties, fines, amounts in interest, costs, expenses and disbursements of any kind and nature whatsoever (including, without limitation, any and all attorneys' and expert witness fees and court costs) and amounts paid in settlement actually and reasonably incurred that Wise F&I may incur or may be subject under any theory of legal liability arising out of, or related to, (a) Originator's (including, without limitation, any Authorized User's) access to, and use of, the Platform, and/or (b) any breach, or alleged breach, of any of these Terms of Use by Originator (including, without limitation, any Authorized User).

8. No Wise F&I Warranties. Notwithstanding anything else contained in these Terms of Use to the contrary, the Platform is provided on an "AS IS", "WITH ALL FAULTS", and "AS AVAILABLE" basis. Wise F&I makes no representations or warranties relating to the Platform including, without limitation, any representation or warranties that (a) the Platform shall meet Originator's requirements, (b) the operation of the Platform shall be uninterrupted or error free, (c) any defects in the Platform will be corrected, and/or (d) the Platform (or data transmitted through, or maintained on, the Platform) shall be secure. WISE F&I MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, ACCURACY, SECURITY AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WISE F&I KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), AND WISE F&I HEREBY DISCLAIMS ANY AND ALL

SUCH WARRANTIES. WISE F&I FURTHER DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE PLATFORM.

9. **Limitation of Liability.** IN NO EVENT SHALL WISE F&I, ITS AFFILIATE(S) OR ITS SUPPLIERS BE LIABLE TO ORIGINATOR FOR ANY (A) INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) DAMAGES DUE TO THE LOSS, DELAY OR INABILITY TO ACCESS OR USE THE PLATFORM, (C) DAMAGES DUE TO THE LOSS, CORRUPTION, ALTERATION OR DAMAGE TO DATA, (D) DAMAGES DUE TO A BREACH OF DATA AND/OR OTHER SECURITY, (E) DAMAGES RESULTING FROM CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO THE PLATFORM, (F) LOST PROFITS, BUSINESS, REVENUE, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, GOODWILL, OR ANTICIPATED SAVINGS, IN EACH OF (A) THROUGH (F) ABOVE WHETHER RESULTING FROM, OR RELATED TO, THESE TERMS OF USE AND/OR THE PLATFORM EVEN IF WISE F&I IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE. In all events, Wise F&I's aggregate liability for claims relating to these Terms of Use and/or the Platform, whether for breach of contract, in tort or otherwise, shall be limited to \$100.00.

10. **Third Party Terms and Links to External Sites.** Originator acknowledges that its access to, and/or use of, the Platform may be subject to terms and conditions imposed by one or more third parties and which are set forth on the Platform or otherwise provided to Originator. Originator agrees to be bound by, and to comply with, any such third party terms and conditions, as such terms and conditions may be changed from time to time. Wise F&I may provide hyperlinks to other web sites and Internet resources operated by parties other than Wise F&I. Wise F&I has no control over such sites and resources or their privacy policies. Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such web sites does not imply any sponsorship, affiliation or endorsement of the material on such web sites or with their operators.

11. **Third Party Providers and Modifications to the Platform.** Subject to the terms and conditions of these Terms of Use, Wise F&I shall use all reasonable efforts to establish and maintain direct electronic integration between the Platform and certain third party providers (as designated solely by Wise F&I) of various DMS/Menu systems during regular business hours of Originator. Originator acknowledges that Wise F&I has no control over such DMS/Menu providers and cannot warrant or otherwise guarantee the performance of such DMS/Menu systems and/or its electronic integration with the Platform. Without limiting any other rights Wise F&I may have, Wise F&I may (a) modify, suspend, discontinue and/or restrict the use of all or any portion of the Platform (whether applicable only to Originator or to other users of the Platform) at any time for any reason and without notice or liability, and (b) with or without notice to Originator, remove or change any of the functionality, features and/or services offered on or through the Platform (whether applicable only to you or to other users of the Platform) including, without limitation, hours of operation, menu structures, access procedures, software commands, documentation, suppliers and/or other services.

12. **Governing Law and Jurisdiction.** These Terms of Use, and all matters arising out of or relating to these Terms of Use, shall be governed by the federal laws of the United States and the laws of the State of Missouri, without giving effect to the conflict of law provisions thereof and excluding any application

of the United Nations Convention on Contracts for the International Sale of Goods. Originator consents to exclusive jurisdiction and venue in the federal courts sitting in St. Louis, Missouri, unless no federal subject matter jurisdiction exists, in which case Originator consents to exclusive jurisdiction and venue in the state courts sitting in St. Louis County, Missouri. Originator hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which Originator may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

13. General. These Terms of Use contain the full understanding with respect to Originator's access to, and use of, the Platform and supersede all prior agreements, terms, conditions and understandings, both written and oral, with respect to Originator's access to, and use of, the Platform. Neither these Terms of Use nor any of the rights, interests or obligations hereunder may be assigned by Originator (whether by operation of law or otherwise) without the prior written consent of Wise F&I. Wise F&I may assign these Terms of Use without the consent of Originator, in whole or in part. Further, for the avoidance of doubt, Wise F&I may, in its sole discretion, subcontract or delegate the performance of all or any part of its obligations hereunder to subcontractors or independent contractors of its choosing. If any provision of these Terms of Use is declared or found to be illegal, unenforceable or void, then the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remaining sections of these Terms of Use shall remain in full force and effect. No right or remedy conferred by these Terms of Use is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. Wise F&I may provide notice to Originator relating to these Terms of Use any reasonable means including, without limitation, by mailing to Authorized Wise F&I's last known postal address or by posting on the Platform and any such notice shall be deemed given and received on the earlier of the day it is mailed or the day it is posted on the Platform. A printed version of these Terms of Use and of any notices given to Authorized User in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Wise F&I to insist upon or enforce strict performance by Originator of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Originator's confidentiality and indemnification obligations set forth in these Terms of Use shall continue indefinitely. Originator's obligations under Sections 1.2, 6 and 7 shall indefinitely survive the revocation of the license granted herein and/or the other termination of these Terms of Use. If Wise F&I brings any suit against Originator to enforce these Terms of Use or otherwise in connection with Originator's access to, or use of, the Platform, Originator agrees that if Wise F&I prevails in such suit Wise F&I shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees.