

EXPERIAN AUTOMOTIVE INFORMATION SERVICES DIVISION

AutoCheck AutoHistory Report
Branded Title/Full History Report
Dealer /Member Agreement

EXPERIAN INFORMATION SOLUTIONS, INC. -- and -- _____
Dealer /Member

DATE: _____

Experian agrees to sell the Experian AutoCheck Branded Title AutoHistory Report and the Experian AutoCheck Full Auto History Report to the Dealer/Member in the format provided by Experian for one year from the date of this Agreement and is renewable for additional one-year terms subject to mutually agreed upon pricing changes. Initial pricing is included in Exhibit A. The Experian AutoCheck Branded Title AutoHistory Report and Experian AutoCheck Full Auto History Report are reports compiled by VIN which access, among other data, vehicle title and registration records to identify vehicle specifications and title brands and lists odometer readings and potential odometer discrepancies where permitted by law or contract.

1. Dealer/Member can only use the Experian AutoCheck Branded Title Auto History Report and Experian AutoCheck Full Auto History Report for consumer transactions.
2. Dealer/Member can only offer the Experian AutoCheck Branded Title Auto History Report and Experian AutoCheck Full Auto History Report to an end user customer if the consumer has purchased or is considering purchasing a vehicle from dealer. In this event Experian grants Dealer/Member a non-exclusive nontransferable license to sell the Experian AutoCheck Branded Title Auto History Report and Experian AutoCheck Full Auto History Report to the consumer. Dealer/Member cannot offer the Experian AutoCheck Branded Title Auto History Report and Experian AutoCheck Auto History Report to another Dealer.
3. Dealer/Member must not use the Experian AutoCheck Branded Title Auto History Report and Experian AutoCheck Full Auto History Report for any FCRA purpose such as credit extension, insurance, employment or other purposes under Section 604 of the FCRA, 15 USC Sec 1686.
4. Dealer/Member certifies that it will utilize the Experian AutoCheck Branded Title Auto History and Experian AutoCheck Auto History Report solely for end users use in connection with a legitimate business transaction and in connection with matters of motor vehicle safety or antifraud activities.
5. Dealer/Member must have a reasonable Internet security system which Experian can review and audit.

6. Experian adheres to industry standards and guidelines and federal and state laws as stated in the DMA and OPA and Dealer/Member warrants to Experian that it would do the same.
7. Dealer/Member does not acquire rights to Experian data, systems or processes in connection with this.
8. Amendments must be in writing signed by both parties.
9. Either party may terminate this agreement by providing a 30-day written notice. In the case of a material breach this contract may be terminated immediately with automatic termination of any license rights.
10. Dealer/Member indemnifies, defends and holds Experian harmless from and against any and all liabilities, damages, claims and expenses including attorney fees incurred by Experian arising out of any third party claims brought against Experian by reason of the Dealer/Member.
11. Experian does not guarantee or warrant the accuracy, timeliness, completeness, currentness, merchantability or fitness for a particular purpose of the services. Experian will not be liable to Dealer/Member or to any of Dealer's/Member's customers for any loss or injury arising out of or caused by Experian's acts or omissions.
12. In no event shall Experian be liable to Dealer/Member or to any customer or third party for any damages whether foreseeable or not and however caused even if Experian is advised of the possibility of such damages.
13. The parties will resolve any dispute arising out of this Agreement in a binding arbitration held by the American Arbitration Association in Chicago, Illinois. The prevailing party will be entitled to reasonable attorney's fees.
14. The relationship among the parties is that of independent contractors.
15. This agreement shall constitute the entire agreement between the parties and supercedes oral communications.
16. Neither party will be liable to the other for any delay or failure in its performance if it is beyond the reasonable control of such party including, but not limited to Acts of God or equipment malfunction.
17. This agreement will be governed in accordance with the laws of the State of Illinois.
18. This agreement may not be assigned without Experian's prior written consent.
19. Dealer/Member will hold confidential information pertaining to the products, services, projects, operations, marketing ideas, objectives, strategy, technology, methodology, processes or trade secrets of Experian. For a period of two years following the date of disclosure, Dealer/Member will protect the confidentiality of the information.
20. Experian will provide Dealer/Member with a proprietary nontransferable user code that Dealer/Member must use when requesting a Report. Dealer/Member shall keep such user code confidential and prevent unauthorized or fraudulent use. Use of the code signifies Dealer's/Member's responsibility for payment.

- 21. The facsimile signature of any parties shall be deemed an original and a binding signature to this Agreement.
- 22. This agreement is not intended to confer rights on third parties.
- 23. Dealer/Member agrees to furnish Bank Reference on Exhibit B.

The parties hereto cause this Agreement to be effective as of ____ day of _____, 2001.

EXPERIAN INFORMATION SOLUTIONS INC. DEALER/MEMBER:

Acting by and through its
Automotive Information Services Group _____

BY: _____

BY: _____

(Print)

Title: _____

Date: _____

Date: _____

Dealer/Member name: _____

Address/City/State/Zip: _____

Billing Contact: _____

Phone: (____) _____ Fax: (____) _____

e-mail address _____

Website (optional) _____

DISTRIBUTOR

Company Name: _____

Agent: _____

EXHIBIT A – PRICING AND STATEMENT OF WORK

I. Dealer/Member Pricing: Minimum fee of \$35.00 per month applies to all accounts.

The following pricing for the Dealer/Member Experian AutoCheck Branded Title Auto History Report, and Experian AutoCheck Full Auto History Report will be in effect for the initial term of this agreement:

The cost for the Dealer/Member Experian AutoCheck Branded Title Auto History Report and Experian Full Auto History Report per location is as follows (applicable taxes not included and billed separately):

Branded Title AutoCheck Auto History Report

Report Range	Per Unit Usage Fee
0-14	\$4.00
15-29	\$3.75
30-49	\$3.50
50-74	\$3.00
75-99	\$2.75
100 and above	\$2.50

Full AutoCheck Auto History Report

Report Range	Per Unit Usage Fee
0-14	\$8.00
15-29	\$7.00
30-49	\$6.00
50-74	\$5.00
75-99	\$4.50
100 and above	\$4.00

II. Guaranteed Volume Pricing: Dealer/Member guarantees minimum purchase of products below to obtain discount pricing.

Branded Title AutoCheck AutoHistory Report

Guaranteed Volume	Per Unit Usage Fee	Monthly Fee
250	\$2.10	\$ 525.00
500	\$1.90	\$ 950.00
1,000	\$1.70	\$ 1,700.00
5,000	\$1.50	\$ 7,500.00
10,000	\$1.25	\$12,500.00

Full AutoCheck AutoHistory Report

Guaranteed Volume	Per Unit Usage Fee	Monthly Fee
250	\$3.50	\$ 875.00
500	\$3.25	\$ 1,625.00
1,000	\$3.00	\$ 3,000.00
5,000	\$2.75	\$13,750.00
10,000	\$2.50	\$25,000.00

FIRST MONTH'S MINIMUM FEE IS DUE 30 DAYS AFTER EXECUTION OF THIS AGREEMENT. NO ACCOUNT ACTIVATION WILL OCCUR UNTIL AN EXECUTED CONTRACT (FAX COPY ACCEPTABLE) HAS BEEN RECEIVED BY EXPERIAN.

Experian will provide Dealer/Member with an itemized invoice. Any invoiced amounts shall be paid by Dealer/Member to Experian within 30-days of the date of the invoice. All amounts on the invoice are exclusive of any taxes. Customer agrees to pay any such taxes when due.

EXHIBIT B – BANK REFERENCE

Please provide the name of the bank which maintains your business checking account:

Bank Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____

Phone: _____ Fax: _____

Business Checking Account Number(s): _____

I certify that I have read the above statements and all information provided is accurate and hereby authorize the **Bank Reference to Release** information to Experian.

Company Name

Type or Print Name of Owner or Officer

Title

Authorized Signature

Date