

POWER PROGRAMS VENDOR VPA ACCESS

ADDENDUM

This Addendum, made as of the _____ day of _____, 20____ by and between the Dealer Services Group of ADP, Inc. ("ADP") with a principal office at 1950 Hassell Rd., Hoffman Estates, IL 60169 and the undersigned client of ADP ("Client") contains modifications to the Master Services Agreement most recently executed by ADP and Client (the "Agreement").

NOTICE TO DEALERSHIP: THIS ADDENDUM RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER-RELATED DATA.

Background

1. ADP has developed an dealership management system vendor access program (which program currently utilizes a master vendor account login (the "Vendor Programming Access Login") and RSA Security token device (or other security device employed by ADP from time to time (the "Device")) (as such program may be modified by ADP from time to time, the "Program") that allows dealers using ADP Systems that are operating with ADP's w.e.b. Suite software applications (f/k/a "Elite") to grant access to the data on their ADP System.
2. Power Programs ("Third Party") has advised ADP that it either has licensed or wishes to license to Client a certain proprietary software application program known as Power Programs Custom Programming (the "Application"), and that Third Party wishes to access Client's ADP dealer management system (the "ADP System") in order to utilize and support Third Party's non-ADP certified or approved interface (the "Interface") between the Application and Client's ADP System.

Agreement

In consideration of the foregoing, ADP and Client agree as follows:

1. Client hereby provides its express consent to ADP providing Third Party with Vendor Programming Access Login and Device access to Client's ADP System and for Third Party to access all of Client's data. (Note: to the extent that Client wishes to limit the data which Third Party may access and use, or to limit the uses which Third Party may make of such data, Client must do so through its contractual agreement with Third Party-ADP will not monitor or control the data accessed by Third Party through the Program).
2. Client acknowledges that (a) ADP is not certifying, endorsing or recommending the Application or Interface in any way, but rather is providing the access described in this Addendum solely as an accommodation to Client and Third Party; (b) ADP makes no representations, warranties or guarantees with respect to the Application, the Interface or the Third Party access enabled by the Vendor Programming Access Login or the Device (and for the avoidance of doubt, gives no assurances that the Application, the Interface or the Third Party access enabled by the Vendor Programming Access Login or the Device will be error or trouble-free or will not create any problems with Client's ADP System or data); and (c) ADP has no responsibility for (and cannot control) the activities of Third Party with respect to such access (including, without limitation, with respect to the Client data obtained or used by Client).
3. Client agrees that any problems created by the Third Party access described in this Addendum are not the responsibility of ADP. Without limiting the generality of the foregoing, Client acknowledges that any problems created by such access are not

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covered by ADP's monthly Support Services fees for the ADP System and that any support or related services requested by Client in connection with problems created by such access will be provided by ADP at its election and at its then-current rates.

- 4. Either ADP or Client may terminate the Third Party access described herein at any time upon notice to the other party (including, without limitation, if ADP or Client determines that such access or the Interface may conflict with or adversely affect the operation or security of Client's ADP System (including, for the avoidance of doubt, the integrity of the data contained therein) or such access or Interface may violate, or cause Client or ADP to be in violation of, any applicable laws, regulations or judicial orders or consent decrees).
- 5. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

Third Party Name – Power Programs
Third Party CMF# - 760532-68
Catalog #/Application Name – 40500-36 Power Programs Custom Programming

“ADP”

“Client”

**DEALER SERVICES GROUP OF
ADP, INC.**

Client Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email Address: _____

Phone: _____

Client CMF#: _____

Client C#: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____