

DealerTrack Lender Agreement

This DealerTrack Lender Agreement (this "**Agreement**") is made as of this 31 day of August, 2011 (the "**Effective Date**") by and between DealerTrack, Inc., with its principal place of business at 1111 Marcus Avenue, Suite M04, Lake Success, NY 11042 ("**DealerTrack**"), and Sussex County Federal Credit Union, with its principal place of business at 1941 Bridgeville Hwy, Seaford, DE 19973 ("**Lender**").

Background

DealerTrack operates "DealerTrack.com," a Web-based auto finance enabler, which, among other things, facilitates automobile finance and lease interactions and transactions between subscribing automotive dealers and subscribing financial institutions. DealerTrack and MeridianLink Inc. ("**MeridianLink**") are parties to that certain DealerTrack Customer Agreement, dated June 9, 2010 (the "**MeridianLink Agreement**"). MeridianLink provides various services to financing sources in the automotive industry and desires to facilitate the introduction to DealerTrack to certain of MeridianLink's subscribing financing sources interested in using the Service. Lender is a financing source that desires to subscribe to and use the DealerTrack service. Use of the DealerTrack service requires the development of an interface between DealerTrack's computer and Lender's credit processing system. Development of this interface requires the performance of certain obligations by DealerTrack and the performance of other obligations by Lender. This Agreement sets forth (i) the respective responsibilities of each party with respect to the development of the interface, and (ii) the terms and conditions governing DealerTrack's operation of and Lender's subscription to and use of the DealerTrack service.

Terms and Conditions

IN CONSIDERATION OF the mutual representations, warranties, covenants and other agreements set forth herein, DealerTrack and Lender, intending to be legally bound, agree as follows:

1. **Definitions.** As used in this Agreement, the following capitalized terms have the indicated meanings:

- (a) "Acceptance Date" means the date upon which the Lender System is first capable of interfacing with the DealerTrack System to receive Data from a DealerTrack Dealer and to transmit Data back to such DealerTrack Dealer.
- (b) "Addendum" shall have the meaning set forth in Section 8 hereof.
- (c) "Additional Products" shall have the meaning set forth in Section 8 hereof.
- (d) "Affiliate" of a party means any person or entity (i) that owns, directly or indirectly, through one or more affiliates, at least a majority of the voting capital stock of such party, or (ii) at least a majority of whose voting capital stock is owned, directly or indirectly, through one or more affiliates, by such party, or (iii) at least a majority of whose voting capital stock is owned directly or indirectly, through one or more affiliates, by another person or entity that at such time also owns, directly or indirectly, through one or more affiliates, at least a majority of the voting capital stock of such party. A person or entity shall be considered an Affiliate only so long as it continues to satisfy the criteria for an Affiliate established in this Section 1(d).
- (e) "Agreement" means this DealerTrack Lender Agreement, as it may from time to time be amended or supplemented by the mutual consent of the parties or in accordance with its terms, and all exhibits and Addendums attached to this Agreement, as they may from time to time be amended or supplemented.
- (f) "Basic Service" means DealerTrack's web-based, multi-lender system that facilitates the transfer of Data from DealerTrack Dealers to DealerTrack Financial Institutions and the transfer of Data back to such DealerTrack Dealers with respect to credit applications.
- (g) "Data" means (i) credit application data encompassing the information set forth on the credit application form(s) utilized by the Service, as transmitted in electronic form by means of the Service by a DealerTrack Dealer, (ii) notice of the credit decision relating to such credit applications, as transmitted in electronic form by means of

the Service by Lender (or any Lender User), (iii) credit application and contract status information, prospect reports, dealer reserve status, retail and lease rates, residual value information and payoff quotes, (iv) any third party data (including, without limitation, value guide information) which may be accessed, requested or sent to others by means of the Service, and (v) any other information that is provided, directly or indirectly, to or through the Service or transmitted through the Service, including, without limitation, any electronic contracts or information provided, directly or indirectly, to or through the Service or transmitted through the Service with respect to Additional Products. DealerTrack may, in its sole discretion, from time to time add additional data fields to, or delete certain data fields from, the Service. Data entered on the Service in such additional fields shall be included in the term "Data."

(h) "DealerTrack" has the meaning set forth in the introductory paragraph.

(i) "DealerTrack Computer" means the computer(s) controlled and operated by DealerTrack on which DealerTrack maintains the DealerTrack Software.

(j) "DealerTrack Dealer" means a Vehicle dealer or other Vehicle credit originator that is a subscriber to the Service.

(k) "DealerTrack Financial Institution" means a financial institution or other financing source, which is a subscriber to the Service, including, without limitation, Lender.

(l) "DealerTrack Interface Components" means and consists of the Interface equipment components and the Interface software components for which DealerTrack is responsible as set forth in this Agreement.

(m) "DealerTrack Marks" means trademarks, service marks, trade names, domain names and corporate and brand identification and indicia, including, without limitation, word marks, logos, designs and other picture marks, phrases, jingles, composite marks, corporate, commercial and institutional names or images, product designations and identifications, whether registered or not, of DealerTrack or DealerTrack's Affiliates.

(n) "DealerTrack Site" means the website(s) on the World Wide Web that is owned, operated and/or controlled by DealerTrack or any DealerTrack Affiliate that provides the Service as set forth in this Agreement.

(o) "DealerTrack Software" means DealerTrack's software (whether internally developed, licensed or owned by DealerTrack) which support the Service and/or contain applications that are a part of the Service and all operating or system software installed on the DealerTrack Computer.

(p) "DealerTrack System" means and consists of the DealerTrack Interface Components, DealerTrack Software and the DealerTrack Computer.

(q) Intentionally omitted.

(r) "Documentation" means the system and user documentation for the Service provided by DealerTrack to DealerTrack Financial Institutions generally, as amended or supplemented by DealerTrack, in its sole discretion, from time to time.

(s) "Effective Date" has the meaning set forth in the introductory paragraph.

(t) "Force Majeure Event" shall mean fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties or any other cause beyond the reasonable control of a party (except for subcontractor defaults which do not result from such events).

(u) "Initial Term" shall have the meaning set forth in Section 9(a).

(v) "Intellectual Property" means any intellectual property or proprietary rights, including, without limitation, copyright rights (including rights in audiovisual works), moral rights, trademarks (including logos, slogans, domain names, trade names, service marks), patent rights (including issued patents, patent applications and disclosures),

know-how, inventions, rights of priority and trade secret rights, recognized in any country or jurisdiction in the world.

(w) "Interface" means and consists of the equipment and the software that establishes, by means of the Service, the capability for the Lender Computer to receive Data from, and transmit Data to, the DealerTrack Computer.

(x) "Interface Development Schedule" means the written schedule, if any, to be attached hereto as Exhibit C (as revised from time to time in accordance with the terms herein), developed and mutually agreed upon by DealerTrack and Lender which sets forth the tasks and respective responsibilities of the parties relating to the development of the Interface, and the timeframes for accomplishing such tasks.

(y) "Interface Development Schedule Commencement Date" shall have the meaning set forth in Section 3(a).

(z) "Lender" has the meaning set forth in the introductory paragraph.

(aa) "Lender Computer" means the computer(s) controlled and operated by Lender on which Lender maintains the Lender Software.

(bb) "Lender Interface Components" means and consists of the Interface equipment components for which Lender is responsible as set forth in this Agreement (including without limitation, the physical connections and associated equipment between the Lender Interface Server and the DealerTrack Computer), the Interface software components for which Lender is responsible as set forth in this Agreement, and Lender's Interface Server.

(cc) "Lender's Interface Server" means the computer(s) controlled and operated by Lender on which the software components of the Lender Interface Components are maintained.

(dd) "Lender Marks" means trademarks, service marks, trade names, domain names and corporate and brand identification and indicia, including, without limitation, word marks, logos, designs and other picture marks, phrases, jingles, composite marks, corporate, commercial and institutional names or images, product designations and identifications, whether registered or not, of Lender or Lender's Affiliates.

(ee) "Lender Requirements Document" means the document(s) (as revised from time to time by DealerTrack, in its sole discretion) provided by DealerTrack to Lender describing the technical and business requirements, which the Lender must meet in order to facilitate Lender's utilization of the Service.

(ff) "Lender Software" means, Lender's credit underwriting software (whether internally developed, or licensed, by Lender) which processes and issues decisions on credit applications transmitted by means of the Service and all operating or system software installed on the Lender Computer.

(gg) "Lender System" means and consists of the Lender Interface Components, the Lender Software and the Lender Computer.

(hh) "Lender System Specifications" shall have the meaning set forth in Section 3(b) hereof.

(ii) "Materials" shall have the meaning set forth in Section 11(b) hereof.

(jj) "Nonpublic Personal Information" shall have the meaning set forth in 15 U.S.C. § 6809(4).

(kk) "Proceeding" shall have the meaning set forth in Section 16(a) hereof.

(ll) "Service" means (a) the Basic Service; (b) any additional services DealerTrack decides, in its sole discretion, to add to the Basic Service for the fees set forth herein, and (c) any Additional Product governed by an Addendum to which Lender and DealerTrack are parties, and subject to any payment and other terms and conditions in such Addendum.

(mm) "User" shall mean any employee or agent of Lender authorized to use the Service in accordance with Section 6(g).

(nn) "Vehicle" means an automobile, motorcycle, recreational or marine type vehicle.

(oo) "Wind Down" shall have the meaning set forth in Section 10 hereof.

2. Subscription to the Service. Lender hereby subscribes to the Service, and DealerTrack agrees to provide the Service to Lender for the term of this Agreement, for use by Lender in the United States in accordance with the terms of this Agreement. As a prerequisite for Lender to use the Service, DealerTrack and Lender must develop and implement the Interface in accordance with Section 3 below, maintain the Interface in accordance with Section 4 below and exercise their respective rights and obligations hereunder in accordance with the responsibilities of each party with respect to the ongoing operation and use of the Service as set forth in Sections 5 and 6 below, and otherwise according to the terms and conditions of this Agreement.

3. Interface Development. With respect to the development of the Interface, DealerTrack and Lender shall perform their respective responsibilities as set forth in this Section 3.

(a) The parties shall consult with each other on a continuing basis and as reasonably necessary to finalize a time-line for performance of the respective responsibilities of each party relating to the development of the Interface, which may be documented in one or more Interface Development Schedules, with the objective of finalizing such time-line as soon as possible, and no later than thirty (30) days after the Effective Date. The parties shall establish the date on which they shall commence work on their respective responsibilities (the "**Interface Development Schedule Commencement Date**") and the schedule for completion of such responsibilities. Upon finalization and execution by the parties of any Interface Development Schedule, the Interface Development Schedule shall become a part of this Agreement as Exhibit C and shall be binding on both parties. Both parties shall proceed with their respective responsibilities as set forth in each Interface Development Schedule in a diligent manner and shall use commercially reasonable efforts to allocate such skilled personnel and other resources to the project as shall be necessary to complete the development of the Interface so that the Acceptance Date occurs as set forth in Section 3(d).

(b) DealerTrack has either provided the Lender Requirements Document to Lender under a separate confidentiality/non-disclosure agreement between the parties, or shall provide the Lender Requirements Document to Lender following the Effective Date. Lender acknowledges that the sole purpose for DealerTrack's disclosure of the Lender Requirements Document to Lender is to allow Lender to develop and maintain the Lender System in connection with Lender's use of the Service under the terms of this Agreement. Lender shall develop and maintain the Lender Interface Components in accordance with the specifications, requirements, standards and formats in the Lender Requirements Document ("**Lender System Specifications**"). If the Lender Requirements Document was disclosed to Lender under a separate confidentiality/non-disclosure agreement, then such disclosure is now governed by the terms of this Agreement, and the terms of such confidentiality/non-disclosure agreement with respect to the subject matter of this Agreement are hereby superseded by the terms of this Agreement. The Lender Requirements Document shall be considered the "Confidential Information" of DealerTrack, subject to Section 15 of this Agreement.

(c) DealerTrack and Lender shall cooperate reasonably and in good faith with respect to such issues that may arise from time to time in connection with the development of the Interface, to the extent that specific responsibility has not been designated to one party or the other in this Agreement. The foregoing notwithstanding, unless otherwise agreed in writing, DealerTrack shall not be required to incur any expenses or costs in connection with such cooperation to the extent that such cooperation requires its involvement in any tasks other than those specifically set forth in the Interface Development Schedule. If Lender requires DealerTrack to perform any such tasks and DealerTrack agrees, the parties agree to negotiate in good faith the terms and related costs (if any) associated with such tasks.

(d) The parties shall use their best efforts to cause the Acceptance Date to occur by the earlier of (i) sixty (60) days after the Interface Development Schedule Commencement Date, or (ii) ninety (90) days after the Effective Date.

4. Maintenance and Modifications. With respect to maintenance and modifications to the Interface, the DealerTrack System and the Lender System, the parties shall perform their respective responsibilities as set forth in this Section 4.

(a) In the event that DealerTrack makes any generally released modifications to DealerTrack Software, and such modifications make changes to the Lender System necessary or advisable, DealerTrack shall give Lender at least sixty (60) days prior written notice of the modifications; provided, that, DealerTrack may give less notice if such modification is necessary to comply with applicable law or regulations.

(i) With respect to changes to the Lender System which are deemed necessary by DealerTrack, in DealerTrack's discretion: (a) DealerTrack shall be responsible, at its expense, for making necessary changes to the DealerTrack System prior to releasing the modifications to such DealerTrack Software, and (b) Lender shall be responsible, at its expense, for making the necessary changes to the Lender System. The parties shall establish a mutually agreeable schedule for making such changes properly and in a timely manner. The foregoing notwithstanding, DealerTrack shall not be responsible for any interruption in Lender's use of the Service prior to Lender's implementation of the appropriate changes to the Lender System or caused by Lender's failure to implement the appropriate changes to the Lender System.

(ii) With respect to changes to the Lender System which are deemed advisable, but not necessary by DealerTrack in DealerTrack's discretion, Lender shall not be required to implement changes to the Lender System. If Lender elects to implement the changes, at Lender's expense, upon the request of Lender, the parties shall establish a mutually agreeable schedule for making such changes to the Lender System (and accompanying changes to the DealerTrack System), with the objective of making such changes properly and in a manner that allows Lender to begin to utilize the additional or changed functionality resulting from the changes within a reasonable timeframe. The foregoing notwithstanding, DealerTrack shall not be responsible for any interruption in Lender's use of the Service prior to Lender's implementation of the appropriate changes to the Lender System or caused by Lender's failure to implement the appropriate changes to the Lender System. If Lender elects not to implement the changes, DealerTrack shall not be responsible for the inability of Lender to utilize additional or changed functionality of the Service that would be available with such changes.

(b) If Lender desires to subscribe to any Additional Product, the parties will consult with each other as reasonably necessary to amend the Interface Development Schedule (including, without limitation, by setting forth the parties' respective responsibilities and the schedule for completion of such responsibilities) with respect to the Interface development for such Additional Product. Lender shall be responsible for costs associated with modification or further development of the Lender Interface Components and the Lender System and DealerTrack shall be responsible for costs associated with modification or further development of the DealerTrack Interface Components and the DealerTrack System. The parties will have the objective of finalizing the amendment to the Interface Development Schedule as of the date set forth in any Addendum governing Lender's subscription to the Additional Product. Both parties shall proceed with their respective responsibilities set forth in the amended Interface Development Schedule in a diligent manner and shall use commercially reasonable efforts to allocate such skilled personnel and other resources to the project as shall be necessary to complete the Interface development so that the Lender System is capable of interfacing with the DealerTrack System so as to transmit or receive Data through the applicable Additional Product component of the Service. DealerTrack may, in its sole discretion, amend or modify the Lender Requirements Document to include requirements associated with any Additional Product.

(c) In addition to changes to the Lender System required as a result of a generally released modification to the DealerTrack Software as set forth in Section 4(a) or Additional Product as set forth in Section 4(b), Lender shall be responsible, from time to time, for making necessary changes to the Lender System in order to maintain Lender's current level of functionality.

5. Responsibilities of DealerTrack Relating to On-Going Operation of the Service. In addition to DealerTrack's obligations under Section 3 and 4 above, with respect to the on-going operation of the Service, DealerTrack shall perform its responsibilities as set forth in this Section 5.

(a) DealerTrack shall use commercially reasonable efforts to maintain the DealerTrack System so that, subject to Lender's performance of its obligations under this Agreement, the Lender System shall be capable of receiving Data from, and transmitting Data to, the DealerTrack Computer.

(b) DealerTrack shall use commercially reasonable efforts to perform the services set forth in Exhibit A attached hereto in accordance with the service levels set forth in such Exhibit A.

(c) DealerTrack shall use commercially reasonable efforts to implement the necessary measurement, monitoring tools and reporting procedures required to measure, monitor and report DealerTrack's performance against the applicable service levels set forth in Exhibit A. Such measurement, monitoring and reporting shall permit reporting at a level of detail sufficient to verify compliance with the service levels.

(d) DealerTrack shall use commercially reasonable efforts to provide appropriate resources including technical, implementation and program management support to establish and maintain the DealerTrack Site and the Service. DealerTrack will provide to Lender from time to time a contact list of support, technical, marketing and program management representatives that may be contacted by Lender.

(e) DealerTrack shall use commercially reasonable efforts to develop, implement and maintain back-up procedures and systems, redundant systems and disaster recovery systems relating to the DealerTrack System. A copy of the executive summary of DealerTrack's current Disaster Recovery Plan is attached hereto, for reference purposes only, as Exhibit B. Upon the reasonable request by Lender, DealerTrack shall provide Lender with an executive summary of DealerTrack's most current Disaster Recovery Plan and a summary description of any Disaster Recovery Plan test results. DealerTrack reserves the right to change the Disaster Recovery Plan from time to time in its sole discretion without notice to Lender; provided, that, any such change shall not degrade the quality of the Disaster Recovery Plan in a manner that may have a material adverse effect on the Service, or on the general effectiveness of DealerTrack's Disaster Recovery Plan.

(f) DealerTrack shall use commercially reasonable efforts to implement procedures and systems capabilities designed to enable only those DealerTrack Dealers designated by Lender from time to time to transmit and receive Data to and from Lender by means of the Service.

(g) DealerTrack shall use commercially reasonable efforts to keep the DealerTrack System and the DealerTrack Site free from intentionally injurious instructions (e.g. systems "viruses") that are designed to modify, damage, delete or disable the Lender System.

(h) DealerTrack shall use commercially reasonable efforts to keep the DealerTrack System and the DealerTrack Site free from code that could trigger a harmful or inadvertent modification, shut down or disablement of the Lender System.

(i) DealerTrack shall use commercially reasonable efforts to ensure that the DealerTrack System shall be safeguarded against "hacker" intrusions. DealerTrack agrees to promptly notify Lender of any actual unauthorized intrusions (i.e. access other than via a valid user ID/password) to the DealerTrack System that DealerTrack reasonably determines may have resulted in unauthorized access to Nonpublic Personal Information of Lender's customers (any such incident, a "**Security Breach**"). DealerTrack shall take commercially reasonable measures designed to resolve any Security Breach and to prevent future Security Breaches.

(j) In the event that DealerTrack or Lender determines that the Lender System is unavailable to DealerTrack Dealers, DealerTrack may, at its sole discretion, post a broadcast message on the DealerTrack Site, notifying DealerTrack Dealers that the Lender System is unavailable. DealerTrack agrees that upon notification by Lender that the Lender System is available and subsequent verification by DealerTrack, DealerTrack shall promptly remove such broadcast message.

(k) In the event DealerTrack fails to comply with any provision of this Section 5, Lender shall promptly notify DealerTrack. In the event DealerTrack fails to comply with any provision of this Section 5 other than paragraph (i), Lender's sole and exclusive remedy shall be to cease accepting Data through and submitting Data to the Service until DealerTrack complies with this Section 5. The foregoing sets forth DealerTrack's sole and exclusive liability with respect to a failure to comply with this Section 5 other than paragraph (i).

6. Responsibilities of Lender Relating to Use of the Service. In addition to Lender's responsibilities under Section 3 and 4 above, with respect to Lender's use of the Service, Lender shall perform its responsibilities in accordance with this Section 6.

- (a) Lender shall use commercially reasonable efforts to maintain the Lender System so that, subject to DealerTrack's performance of its obligations under this Agreement, the Lender System shall be capable of receiving Data from, and transmitting Data to, the DealerTrack Computer.
- (b) Lender shall use commercially reasonable efforts to ensure that any changes to the Lender System do not interrupt (i) the transfer of Data in accordance with the Lender Requirements Document between the DealerTrack Computer and the Lender Computer, or (ii) the processing of Data hereunder.
- (c) Lender shall operate and manage the Lender System in such a manner as to keep the Lender System from degrading the performance of the DealerTrack Computer or otherwise adversely impacting the Service in a manner that is inconsistent with proper operation of the Service. In the event of such degradation or adverse impact, upon notification from DealerTrack, Lender shall promptly terminate those processes causing such degradation or adverse impact and shall implement any necessary changes to the Lender System to prevent such degradation or adverse impact from reoccurring and DealerTrack shall cooperate in good faith with Lender as reasonably appropriate to assist Lender in connection with Lender's obligations under this Section 6(c). Notwithstanding the foregoing, DealerTrack shall have the right to temporarily terminate Lender's use of the Service until such changes are made.
- (d) Lender acknowledges and agrees that access to the Service shall be restricted to authorized Users logging in with the proper user identification code/password. Lender shall be responsible for limiting access to its User identification code(s)/password(s) to authorized Users and for all Service related charges incurred under its User identification code(s)/password(s), including the misuse or unauthorized use thereof. Lender shall be solely responsible for any additional security measures it wishes to take and DealerTrack shall have no liability for any adverse impact that such measures may have on Lender's ability to utilize and/or benefit from the functionality of the Service or for Lender's failure to implement security measures.
- (e) Lender shall use commercially reasonable efforts to develop, implement and maintain any and all back-up procedures and systems, redundant systems and disaster recovery systems relating to the Lender System.
- (f) Lender shall use commercially reasonable efforts to comply with DealerTrack's standard procedures with respect to the enabling and disabling of DealerTrack Dealers to transmit credit applications and other Data to Lender by means of the Service.
- (g) Subject to Section 20(m) of this Agreement, Lender acknowledges and agrees that Lender shall and Lender shall cause each User of Lender who accesses the Service to comply with any standard Terms of Use posted on the DealerTrack Site, as amended or updated from time to time by DealerTrack in its sole discretion ("**Terms of Use**"). Lender will not permit access to the Service, except to its Users who have agreed to be bound to the Terms of Use and the terms of this Agreement.
- (h) Lender shall use commercially reasonable efforts to keep the Lender System and any Data submitted by Lender to or through the Service free from intentionally injurious instructions (e.g. systems "viruses") that are designed to modify, damage, delete or disable the DealerTrack Site or the DealerTrack System.
- (i) Lender shall use commercially reasonable efforts to keep the Lender System free from code that could trigger a harmful or inadvertent modification, shut down or disablement of the DealerTrack Site or the DealerTrack System.
- (j) Lender shall use commercially reasonable efforts to ensure that the Lender System shall be safeguarded against "hacker" intrusions.

7. Resources.

- (a) At all times during the term of this Agreement, each party shall designate one person and one alternate to serve as its primary contact and project authority with respect to issues relating to this Agreement, and shall disclose the identities of such persons to the other party. Either party may change the project authority and/or alternate at any time by notifying the other party.

(b) At all times during the term of this Agreement, each party shall be responsible for dedicating appropriate and sufficient resources to meet its obligations under this Agreement.

8. Additional Services and Products. DealerTrack may, from time to time, offer additional services and products by means of the Service, other than those included as part of the Basic Service ("**Additional Products**"). DealerTrack shall provide Lender with notice of the Additional Products as they become generally available to DealerTrack Financial Institutions, including the current fees and charges and other terms applicable to the use of such Additional Products. Lender shall have the option, in its sole discretion, whether to subscribe to such Additional Products. In the event that Lender elects to subscribe to any Additional Product, Lender agrees to use such Additional Product in accordance with the terms herein and any applicable terms communicated by DealerTrack in an addendum or other writing agreed upon by the parties (including, without limitation, click-wrap agreements communicated via the DealerTrack Site) (any of the foregoing, an "**Addendum**"), and shall be responsible for and shall pay to DealerTrack the additional applicable fees and charges, if any.

9. Term and Termination.

(a) The terms of this Agreement shall begin on the Effective Date, and shall continue for a period of two (2) years from the Effective Date (the "**Initial Term**") unless sooner terminated as provided below. Upon expiration of the Initial Term, unless terminated by either party by notice of termination given not less than sixty (60) days prior to the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "**Renewal Term**"). During any Renewal Term, either party may terminate this Agreement, effective at the end of such Renewal Term by notice of termination given not less than sixty (60) days prior to the expiration of such Renewal Term. Notwithstanding anything contained in this Section 9(a) to the contrary, neither party may terminate this Agreement pursuant to this Section 9(a) unless, in accordance with the terms of each Addendum hereto, such party also terminates each Addendum then in effect.

(b) A party may terminate this Agreement for cause immediately by giving written notice to the other party upon the occurrence of any of the following events: (i) if the other party ceases to do business, or otherwise terminates its business operations; (ii) if the other party shall fail to promptly secure or renew any material license, registration, permit, authorization or approval for the conduct of its business in the manner contemplated by this Agreement, or if any such license, registration, permit, authorization or approval is revoked or suspended and not reinstated within thirty (30) days; (iii) if the other party breaches any material provision of this Agreement and fails to fully cure such breach within thirty (30) days of written notice describing the breach; or (iv) if the other party becomes insolvent, or seeks protection under any bankruptcy, receivership, trustee, creditor's arrangement composition or comparable proceeding, or if any such proceeding is instituted against the other party and not dismissed within thirty (30) days.

(c) This Agreement may be terminated by Lender for cause immediately by written notice if a regulatory agency having authority over Lender issues an order or directive finding the Service provided to Lender will cause Lender to be subject to regulatory sanction unless such Service is modified and DealerTrack fails to modify such Service in accordance with such order or directive within such period of time as permitted by such regulatory agency.

(d) Notwithstanding anything to the contrary in Section 9(b):

(i) If Lender notifies DealerTrack in writing that DealerTrack has failed to meet a specified performance standard set forth in Exhibit A, DealerTrack shall cure such failure within thirty (30) days of receipt of such notice. If DealerTrack does not cure any single failure to meet any of the performance standards set forth in Exhibit A within thirty (30) days of receipt of such notice, Lender's sole remedy is that it may suspend DealerTrack's ability to send Data to Lender until Lender is reasonably satisfied that DealerTrack has cured all such failure(s); and

(ii) If DealerTrack fails to meet any specified individual performance standard in Exhibit A three (3) times over a six (6) month period (regardless of the type of performance standard, and whether or not any, or all of such failures are cured in the manner provided in this Section 9(d)), Lender may, at its sole option, after providing, in each case, the notice set forth in the first sentence of Section 9(d)(i), terminate this Agreement on written notice to DealerTrack without any further cure period.

(e) Effect of Termination or Expiration of MeridianLink Agreement. Upon expiration or termination of the MeridianLink Agreement, in DealerTrack's sole discretion, Lender may retain the right to use the Service pursuant to the terms of the Agreement at DealerTrack's then current pricing, for all or a portion of the remaining period of such agreement, not to exceed six (6) months (such period, as determined by DealerTrack, the "**Wind Down Period**").

10. Payments and Payment Terms. Except during the Wind Down Period, the fees for Lender's use of the Service shall be determined in accordance with the MeridianLink Agreement and DealerTrack shall invoice MeridianLink for such fees. During the Wind Down Period, unless otherwise specified, DealerTrack shall invoice Lender monthly for all fees and charges and payment of each invoice shall be due within thirty (30) days of the date of such invoice. If Lender fails to pay any amount due by the due date (except amounts disputed in good faith), late charges of the lesser of 1 ½% per month or the maximum amount permissible by applicable law shall also become due and payable.

11. Licenses; Proprietary Rights.

(a) In accordance with the terms of this Agreement and for the term hereof, DealerTrack grants Lender a non-exclusive and non-transferable license to use the Service in the United States for its own internal business purposes and to permit its Users to interact with the Service through remote computer terminals solely for Lender's internal business purposes. Lender shall have no right to make any changes or modifications to the Service, except as directed and approved by DealerTrack in writing. This license shall only apply to Additional Products included in the Service to the extent no differing or more restrictive license is set forth in an applicable Addendum.

(b) In accordance with the terms of this Agreement and for the term hereof, DealerTrack grants Lender a non-exclusive and non-transferable license to use the DealerTrack Marks for the sole purposes of (i) identifying that Lender is a subscriber to the Service (whether in print, electronically, or otherwise) and (ii) performing the obligations set forth in Section 6(i) hereof. Notwithstanding the preceding sentence, Lender shall not use any DealerTrack Mark for any purpose without the prior written consent of DealerTrack. Any advertising, marketing, promotional material or other material (whether in print, electronically or otherwise) used to promote the Service that is published or distributed by Lender and/or contains the DealerTrack Marks ("**Materials**") must be approved in advance by DealerTrack in writing. Lender shall cause all Materials to be delivered or made available to DealerTrack for review, comment, and approval or disapproval. Lender shall not publish or distribute any Materials without the prior written approval of DealerTrack, which approval shall not be unreasonably withheld. If, within ten (10) business days of receipt by DealerTrack of such Materials for approval, DealerTrack has not notified the Lender of disapproval, such Materials shall be deemed approved. Lender may not amend, modify, or alter Materials as they appear in the version delivered for pre-approval after they have been approved by DealerTrack, except with the explicit written approval of DealerTrack. For purposes of this paragraph, written consent shall include consent communicated via e-mail messages between marketing and other representatives of the parties.

(c) In accordance with the terms of this Agreement and for the term hereof, Lender grants DealerTrack and DealerTrack Affiliates a non-exclusive and non-transferable license to use the Lender Marks for the sole purposes of (i) identifying that Lender is a subscriber to the Service (whether in print, electronically or otherwise), (ii) performing its obligations under this Agreement and (iii) for any other purpose only with the prior written consent of Lender. For purposes of this paragraph, written consent shall include consent communicated via e-mail messages between marketing and other representatives of the parties.

(d) Lender understands and agrees that DealerTrack is the exclusive owner of and holds and shall retain, all right, title and interest in and to the DealerTrack Intellectual Property, the DealerTrack Marks, the Service, the Lender Requirements Document, the DealerTrack System, the DealerTrack Site and any other equipment, software, hardware, materials or information provided by DealerTrack, including any enhancements, upgrades, improvements, changes, modifications, revisions or derivative works made to the same from time to time (the "**DealerTrack Property**"), and Lender shall have no ownership or use rights therein except as set forth in this Agreement. Lender agrees (and Lender agrees to cause its Users to agree), upon DealerTrack's request and at DealerTrack's expense, to assign to DealerTrack in writing any proprietary interest that may be conferred upon Lender by law in any such enhancements, upgrades, improvements, changes, revisions, modifications and derivative works to the DealerTrack Property.

(e) It is understood that Lender and its Users may have feedback, suggestions or comments that may be incorporated into the Service. DealerTrack may, in its sole discretion, decide to incorporate some or all of this feedback, suggestions, or comments into the Service. Notwithstanding anything to the contrary herein, Lender and its Users acknowledge and understand that DealerTrack and its licensors shall own exclusively and in perpetuity any and all rights, title and interest in and to Service, including any and all versions of Service and any Additional Products, including any enhancements thereto conceived, made or implemented during all phases of development and release of the Service, and including any enhancements suggested by Lender or its Users. Lender hereby assigns (and Lender agrees to cause its Users to assign) all of their right, title and interest in any such enhancements suggested to DealerTrack and Lender will (and Lender agrees to cause its Users to) execute such documents as may be deemed reasonably necessary to accomplish the objectives of this Section.

(f) DealerTrack understands and agrees that Lender is the exclusive owner of and holds and shall retain, all right, title and interest in and to the Lender Intellectual Property, the Lender Marks and the Lender System and any other equipment, software, hardware, materials or information provided by Lender, including any enhancements, upgrades, improvements, changes, modifications, revisions or derivative works made to the same from time to time (the "**Lender Property**"), and DealerTrack shall have no ownership or use rights therein except as set forth in this Agreement. DealerTrack agrees, upon Lender's request and at Lender's expense, to assign to Lender in writing any proprietary interest that may be conferred upon DealerTrack by law in any such enhancements, upgrades, improvements, changes, revisions, modifications and derivative works to the Lender Property.

(g) All such use of the proprietary marks of a party shall comply with any reasonable written policies and guidelines furnished by the owner thereof from time to time concerning the use of the proprietary marks. Notwithstanding anything to the contrary herein, no party shall use the other party's proprietary marks in a manner that (i) disparages the other party or its products or services or (ii) portrays the other party or its products or services in a false or poor light. Subject to Sections 11(b) and 11(c) hereof, at the owner's request, the other party will promptly alter or discontinue any particular use of the DealerTrack Marks or Lender Marks, as applicable.

(h) Except as expressly permitted under this Agreement, Lender agrees that it will not, or permit any User or third party to, at any time, without written permission of DealerTrack, (i) copy, duplicate or grant permission to the Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with any DealerTrack Software or other software component of the Service; or (iii) decompile, disassemble or reverse engineer any software component of the Service for any reason, including, without limitation, to develop functionally similar computer software or services, or modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Service.

(i) If and to the extent that DealerTrack incorporates the software and/or Data of any third party in the Service, and use of such third party software and/or Data is not subject to the terms of a license agreement directly between Lender and the third party licensor, the license of Lender to such third party software and/or data shall be defined and limited by the license to DealerTrack by such third party and the license to the Service granted by DealerTrack under this Agreement. Lender specifically acknowledges that the licensors of such third party software and/or Data shall retain all ownership rights thereto, and Lender agrees that it shall not, or permit any User or third party to, (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the Data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software or Data.

(j) Lender acknowledges that the right or ability of DealerTrack to license other DealerTrack Financial Institutions to use the Service or DealerTrack Marks is not restricted in any manner by this Agreement, and that it is DealerTrack's intention to license a number of other financing sources to use the Service and DealerTrack Marks under separate agreements. Lender also agrees that DealerTrack shall be free to transmit Data submitted by DealerTrack Dealers to other DealerTrack Financial Institutions and non-subscribing financing sources. DealerTrack shall have no liability to Lender for any such action.

12. Representations, Warranties by DealerTrack.

(a) DealerTrack represents and warrants to Lender as of the date hereof that:

(i) DealerTrack is duly organized and is validly existing as a corporation under the laws of the state of its incorporation and is duly licensed where required or is otherwise qualified in each state in which it transacts business.

(ii) DealerTrack has the requisite power, authority and legal right to execute and deliver this Agreement, and perform and observe those terms and conditions of this Agreement to be performed or observed by it hereunder. The person signing this Agreement has full power and authority to bind DealerTrack. The execution, delivery and performance of this Agreement have been duly authorized by all necessary and appropriate corporate action on the part of DealerTrack.

(iii) This Agreement has been duly authorized and executed by DealerTrack and is valid, binding and enforceable against DealerTrack in accordance with its terms, except that such enforcement may be subject to bankruptcy or other similar laws (whether statutory, regulatory or decisional) now or hereafter in effect relating to creditor's rights generally, and the execution, delivery and performance by DealerTrack of this Agreement does not conflict with any term or provision of (A) its certificate of incorporation or by-laws; (B) any law, rule, regulation, order, judgment, writ, injunction or decree applicable to DealerTrack of any court, regulatory body, administrative agency or governmental body having jurisdiction over DealerTrack; or (C) any agreement to which DealerTrack is a party or by which its property is bound.

(iv) No consent, approval, authorization or order of, registration or filing with, or notice to any governmental authority or court is required under applicable law in connection with the execution, delivery and performance by DealerTrack of this Agreement.

(v) There is no action, proceeding or investigation pending or, to the best knowledge of DealerTrack, threatened against it before any court, administrative agency or other tribunal (A) seeking to assert the invalidity of this Agreement; or (B) which could reasonably be expected to materially and adversely affect its performance of its respective obligations under, or the validity or enforceability of, this Agreement.

(vi) THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 12(a) ARE THE ONLY WARRANTIES MADE BY DEALERTRACK. SUCH WARRANTIES ARE IN LIEU OF, AND DEALERTRACK EXPRESSLY HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR FITNESS FOR SECURITIZATION OR OTHER SECONDARY FINANCING TRANSACTIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEALERTRACK SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY (i) THAT THE SERVICE WILL PERFORM WITHOUT INTERRUPTION OR BE ERROR-FREE, (ii) THAT IT MEETS LENDER'S REQUIREMENTS, OR (iii) THAT ANY OR ALL OF THE DATA PROVIDED THROUGH THE SERVICE IS ACCURATE, UP-TO-DATE OR COMPLETE. ALL DATA AND INFORMATION PROVIDED THROUGH THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.

(b) In addition to any other agreements or covenants by DealerTrack herein, DealerTrack covenants and agrees as follows during the term of this Agreement:

(i) DealerTrack has and shall maintain all regulatory approvals, authorizations, licenses, permits and other permissions, consents and authorities whatsoever needed to perform its obligations under this Agreement.

(ii) In connection with carrying out its obligations contained in this Agreement, DealerTrack shall comply at all times with all applicable federal and state laws, rules and regulations.

(iii) Neither the license granted to Lender hereunder, nor DealerTrack's use of any material, product or other aspect of any technology, trade secret or other Intellectual Property hereunder will infringe on or violate any U.S. patent, copyright, trade secret, trademark or other proprietary right of any third party, or be libelous, defamatory or illegal.

13. Representations, Warranties and Covenants by Lender.

(a) Lender represents and warrants to DealerTrack as of the date hereof that:

(i) Lender is duly organized and is validly existing as a legal entity validly formed or chartered under the laws of the state of its incorporation or of the United States and is duly licensed where required or is otherwise qualified in each state in which it transacts business.

(ii) Lender has the requisite power, authority and legal right to execute and deliver this Agreement, and perform and observe those terms and conditions of this Agreement to be performed or observed by it hereunder. The person signing this Agreement has full power and authority to bind Lender. The execution, delivery and performance of this Agreement have been duly authorized by all necessary and appropriate corporate action on the part of Lender.

(iii) This Agreement has been duly authorized and executed by Lender and is valid, binding and enforceable against Lender in accordance with its terms, except that such enforcement may be subject to bankruptcy or other similar laws (whether statutory, regulatory or decisional) now or hereafter in effect relating to creditor's rights generally, and the execution, delivery and performance by Lender of this Agreement does not conflict with any term or provision of (A) its certificate of incorporation, charter or by-laws; (B) any law, rule, regulation, order, judgment, writ, injunction or decree applicable to Lender of any court, regulatory body, administrative agency or governmental body having jurisdiction over Lender; or (C) any agreement to which Lender is a party or by which its property is bound.

(iv) No consent, approval, authorization or order of, registration or filing with, or notice to any governmental authority or court is required under applicable law in connection with the execution, delivery and performance by Lender of this Agreement.

(v) There is no action, proceeding or investigation pending or, to the best knowledge of Lender, threatened against it before any court, administrative agency or other tribunal (A) seeking to assert the invalidity of this Agreement; or (B) which could reasonably be expected to materially and adversely affect its performance of its respective obligations under, or the validity or enforceability of, this Agreement.

(b) In addition to any other agreements or covenants by Lender herein, Lender and its Users covenant and agree as follows during the term of this Agreement,

(i) Lender has and shall maintain all regulatory approvals, authorizations, licenses, permits and other permissions, consents and authorities whatsoever needed to perform its obligations under this Agreement.

(ii) In connection with carrying out its obligations contained herein, Lender shall comply at all times with all applicable federal and state laws and regulations.

(iii) Neither the Lender System, nor any material, product or other aspect of any technology, trade secret or other Intellectual Property or Data submitted to or through the Service by Lender or its Users will infringe on or violate any U.S. patent, copyright, trade secret, trademark or other proprietary right of any third party, or be libelous, defamatory or illegal.

14. Infringement Claims of Third Parties. Notwithstanding anything to the contrary in this Agreement:

(a) If the Service and/or the DealerTrack Marks are, or in DealerTrack's sole discretion are likely to become, subject to a claim of infringement, DealerTrack, at its option and expense, shall either (i) procure for Lender a license or a right to continue using the Service and/or the DealerTrack Marks; or (ii) modify the Service and/or the DealerTrack Marks to make it/them non-infringing in a manner that does not materially impair its/their functionality. If neither of the foregoing two options is reasonably available to DealerTrack, then either party may terminate this Agreement by notice to other party. Except for the indemnity obligations set forth in Section 16(a), the foregoing shall be Lender's sole and exclusive remedy and DealerTrack's sole and exclusive obligation with respect to any infringement claims relating to the Service and/or the DealerTrack Marks.

(b) DealerTrack will have no obligation with respect to any actual or threatened infringement claim based in whole or in part upon (i) the Lender System, (ii) any enhancements, upgrades or modifications to the Service and/or the DealerTrack Marks made by Lender, or any party that Lender authorizes, directs or permits to make such enhancements, upgrades or modifications, or (iii) Lender's or its Users' failure to use the Service and/or the DealerTrack Marks in accordance with this Agreement or the Documentation.

15. Confidentiality.

(a) Confidential Information. "**Confidential Information**" shall mean nonpublic information revealed by or through a party (a "**Disclosing Party**") to the other (a "**Receiving Party**") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential in writing, (b) information traditionally recognized as proprietary trade secrets or reasonably understood to be confidential, (c) all forms and types of financial, business, customer, scientific, technical, economic, or engineering information including, without limitation, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, and (d) all copies thereof. Confidential Information shall not include information which: (a) is publicly available through no action of Receiving Party and through no breach of any confidentiality obligation owed to the Disclosing Party; (b) has been in Receiving Party's possession without restrictions on disclosure prior to disclosure by the Disclosing Party; (c) has been developed by or become known to Receiving Party without access to any Confidential Information of the Disclosing Party and without breach of a confidentiality obligation owed to Disclosing Party and outside the scope of any agreement with Disclosing Party; or (d) is obtained rightfully from third parties not bound by an obligation of confidentiality. Notwithstanding anything in this Agreement to the contrary, the Receiving Party shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to the Service. Without limiting the generality of the preceding sentence, the Receiving Party agrees that it will not disclose to any other party any Nonpublic Personal Information which it receives directly or indirectly through the Service, except to perform the Service in accordance with this Agreement or in compliance with applicable laws. Notwithstanding anything to the contrary herein, to the extent permitted by applicable law, DealerTrack and its Affiliates may aggregate, Use and/or disclose Confidential Information in any manner that does not specifically identify Lender or any consumer.

(b) Treatment of Confidential Information. Receiving Party shall treat the Confidential Information of the other party as strictly confidential with at least the same degree of care as Receiving Party uses for its own confidential information of similar importance, and in no event less than a reasonable degree of care. Receiving Party shall not use, duplicate, copy, transmit or otherwise disseminate or permit to be used, duplicated, copied, transmitted or otherwise disseminated the Confidential Information of the other party at any time prior to or after the termination of this Agreement, except as expressly permitted under this Agreement. Except as expressly provided herein, in no event shall Receiving Party use Confidential Information for its own benefit or that of any third party, nor shall Receiving Party use Confidential Information to Disclosing Party's detriment. Receiving Party shall use the Confidential Information for the purposes authorized by this Agreement and for no other purpose. Receiving Party shall promptly notify Disclosing Party in writing of any unauthorized use or disclosure of any Confidential Information.

(c) Safeguarding of Customer Information. DealerTrack agrees to implement and maintain physical, electronic and procedural safeguards to guard Nonpublic Personal Information with respect to Lender's customers to which DealerTrack has access pursuant to the terms of this Agreement. Such safeguards shall include appropriate procedures designed to: (i) protect the security and confidentiality of such information, (ii) protect against anticipated threats or hazards to the security or integrity of such information and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer of Lender. DealerTrack further agrees to take reasonable measures to protect against unauthorized access to or use of such information in connection with disposal thereof.

(d) Disclosure to Employees and other Parties. Receiving Party shall not disclose any Confidential Information of the other party except to Users or other employees and independent contractors ("**Personnel**"), who have a need to know such information for the purposes set forth in this Agreement and only to the extent such Personnel have such a need to know. Receiving Party shall be liable for the actions of such Personnel. Except as otherwise provided herein, neither party shall disclose Confidential Information to any third party unless (i) required by a federal or state agency; or (ii) required by law, including, but not limited to, by subpoena or similar legal process; or (iii) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors. In the event that Receiving Party is required to disclose Confidential Information for reasons enumerated in clauses (i) and (ii) of the prior sentence, Receiving Party shall give Disclosing Party notice in a reasonable amount of time prior to Receiving Party's disclosure of Confidential Information to allow Disclosing Party to protect its proprietary interest therein and shall

use commercially reasonable efforts to minimize such disclosure and consult with and assist the other party in obtaining a protective order prior to such disclosure.

(e) Return of Confidential Information. Upon termination or expiration of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly destroy all of Disclosing Party's Confidential Information, any copies or partial copies thereof and material containing Disclosing Party's Confidential Information (except for Disclosing Party's Confidential Information that is transmitted by or through the Service) and certify to the Disclosing Party in writing that it has done so; provided, however, that Receiving Party shall not be required to return or destroy Confidential Information which has been provided to any governmental agency having jurisdiction over the Receiving Party. Additionally, Receiving Party's legal department may retain one copy of the Confidential Information and any such other material for archival purposes, subject to the terms and conditions of this Agreement. DealerTrack may also retain Confidential Information for use in the aggregate as set forth in Section 15(a) above. The obligations under this Agreement, however, shall survive such occurrence.

(f) Injunctive Relief. Each of the Parties acknowledges that any use or disclosure of Confidential Information in violation of this Agreement will cause irreparable injury to the Disclosing Party for which other remedies at law would be inadequate, and each of the Parties agrees that a Disclosing Party shall have the right to seek and obtain injunctive or other equitable relief as may be necessary or appropriate to prevent any use or disclosure of the Confidential Information in violation of this Agreement, and may also exercise such other rights and remedies as the Disclosing Party may have at law or in equity.

16. Indemnification.

(a) Each party hereby agrees to indemnify, defend and hold harmless the other party, and its parent, affiliates, subsidiaries, directors, officers, employees and agents, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses including, without limitation, reasonable attorneys' fees and court costs (including expert fees), asserted by a third party (each, a **"Proceeding"**), arising, directly or indirectly, from or in connection with:

(i) a breach or alleged breach of any representation, warranty, covenant or other obligation set forth in this Agreement by the indemnifying party, its affiliates, or any of their respective officers, directors, employees or agents;

(ii) a breach by the indemnifying party of any dealer agreement between the indemnifying party and any DealerTrack Dealer; or

(iii) gross negligence, or willful or wanton behavior of the indemnifying party, its affiliates, or any of their respective officers, directors, employees or agents.

(b) Promptly after receipt by an indemnified party under Section 16(a) of notice of the commencement of any Proceeding against it, such indemnified party will, give notice to the indemnifying party of the commencement of such Proceeding, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnified party's failure to give such notice.

(c) If any Proceeding referred to in clause (a) is brought against an indemnified party and it gives notice to the indemnifying party of the commencement of such Proceeding, the indemnifying party will be entitled to participate in such Proceeding and, to the extent that it wishes (unless the indemnifying party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate) to assume the defense of such Proceeding with counsel satisfactory to the indemnified party and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under this Section 16 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. If the indemnifying party assumes the defense of a Proceeding no compromise or settlement of such Proceedings may be effected by the indemnifying party without the indemnified party's consent, which shall not be unreasonably withheld unless, (i) there is no finding or admission of any violation of

law or any violation of the rights of any person and no effect on any other claims that may be made against the indemnified party and (ii) the indemnified party will have no liability with respect to any compromise or settlement of such claims effected without its consent.

(d) Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Proceeding, but the indemnifying party will not be bound by a determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

17. Limitation Of Liability.

(a) EXCEPT FOR THE PARTIES' INDEMNITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR COVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO A BREACH OF SECTION 15.

(b) EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL DEALERTRACK'S AGGREGATE LIABILITY FOR DAMAGES IN ANY AND ALL ACTIONS, HOWEVER BASED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES AND CHARGES DUE TO DEALERTRACK IN THE PRECEDING TWELVE (12) MONTHS UNDER THIS AGREEMENT. IN THE EVENT SUCH ACTION ARISES AT ANY TIME BEFORE THE COMPLETION OF THE INITIAL TWELVE (12) MONTHS OF THE TERM OF THIS AGREEMENT, THE FEES AND CHARGES DUE TO DEALERTRACK AT SUCH TIME SHALL BE ANNUALIZED FOR PURPOSES OF CALCULATING THE MAXIMUM LIABILITY OWED FOR ANY DAMAGES HEREUNDER. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT EXCEED \$1,000,000.

(c) IN THE EVENT OF THE LOSS OF OR DAMAGE TO ANY DATA ON THE DEALERTRACK COMPUTER OR DEALERTRACK SITE OR IN DATA TRANSFERS BETWEEN THE LENDER COMPUTER, ANY DEALERTRACK DEALERS' TERMINALS/COMPUTERS, AND THE DEALERTRACK COMPUTER, DUE TO A CAUSE FOR WHICH DEALERTRACK IS RESPONSIBLE, DEALERTRACK SHALL ALLOW LENDER AND THE DEALERTRACK DEALERS TO RE-ENTER THE LOST OR DAMAGED DATA ON THE DEALERTRACK COMPUTER WITHOUT ANY ADDITIONAL FEES ACCRUING TO DEALERTRACK WHICH SHALL CONSTITUTE LENDER'S SOLE REMEDY IN CONNECTION WITH SUCH LOSS AND/OR DAMAGE.

(d) LENDER IS AUTHORIZING DEALERTRACK TO TRANSMIT DATA TO LENDER FROM DEALERTRACK DEALERS, OR OTHERWISE, PURSUANT TO THE TERMS OF THIS AGREEMENT. DEALERTRACK SHALL HAVE NO DUTY TO VERIFY THE CONTENT OR ACCURACY OF, OR IN ANY MANNER TO ANALYZE, DATA. DEALERTRACK IS NOT ACTING AS A CONSUMER REPORTING AGENCY, AND LENDER IS TO REFER TO THE SPECIFIC CONSUMER REPORTING AGENCIES WHEN MAKING REFERENCE TO ANY CREDIT REPORTS. LENDER WILL HAVE FULL RESPONSIBILITY FOR ANY DECISIONS AND/OR ANALYSES IN WHICH THE SERVICE OR ANY DATA MAY BE USED OR RELIED UPON. ANY RELIANCE BY LENDER UPON ANY DATA OR THE SERVICE SHALL NOT DIMINISH THAT SOLE RESPONSIBILITY, AND LENDER AGREES TO HOLD DEALERTRACK HARMLESS FROM, DEFEND AND INDEMNIFY IT AGAINST, ALL CLAIMS, EXPENSES, LOSSES OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) IN CONNECTION WITH ANY CLAIM BY ANY THIRD PARTY RELATING TO ANY DECISIONS OR ANALYSES MADE BY LENDER WHILE USING ANY DATA OR THE SERVICE.

(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, DEALERTRACK SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ANY ACTIONS BY A DEALERTRACK DEALER, OR ANY BREACH BY A DEALERTRACK DEALER OF ANY AGREEMENT BETWEEN SUCH DEALERTRACK DEALER AND LENDER OR DEALERTRACK.

18. Taxes and Other Fees. Except for franchise taxes and taxes based upon the net income and personal property of DealerTrack, all taxes or other assessments imposed by governmental authorities, either based upon the Service, its use or this Agreement (including without limitation, sales and use taxes) are the obligation of Lender, whether such taxes are

now or hereafter imposed. Lender shall be liable for all collection agency fees and reasonable attorneys' fees payable by DealerTrack in connection with Lender's performance of its payment obligations set forth in this Agreement.

19. Security Questionnaires; Audits.

(a) If requested by Lender, but no more than once annually, DealerTrack shall provide to Lender a copy of DealerTrack's most recent completed standard security questionnaire or, at DealerTrack's option, in lieu thereof DealerTrack may respond to Lender's security questionnaire. In addition, upon request, DealerTrack will provide, if available, summaries of audits, test results or other equivalent evaluations of its measures adopted to protect Nonpublic Personal Information. All such materials provided to Lender are Confidential Information of DealerTrack, subject to Section 15.

(b) Lender and its auditors (internal and external) shall have the right to conduct at its expense upon reasonable notice, and no more often than once per calendar year, an audit of the Service and operations of the DealerTrack Site during normal business hours of DealerTrack, during the term of this Agreement; provided, however, that Lender shall, if requested by DealerTrack, reimburse DealerTrack for DealerTrack employees' time spent and reasonable expenses incurred in connection with such audit. DealerTrack shall cooperate in good faith with any such audit; provided, however, that Lender and its designees shall have no right to access, examine or review any confidential information or Data of any third party. The sole purposes of such audit shall be to enable Lender (i) to determine whether DealerTrack has complied with its obligations under Section 5 and Section 15(c) of this Agreement or (ii) to meet required regulatory requirements. Such audit shall not unreasonably interfere with the conduct of DealerTrack's business, and the personnel or external auditors conducting such audit, prior to the conduct of such audit, shall (a) agree in writing with DealerTrack to treat as Confidential Information of DealerTrack all materials and information supplied to them by DealerTrack in connection with such audit, other than any Confidential Information of Lender and (b) comply with all of DealerTrack's reasonable security requirements.

20. Miscellaneous.

(a) Entire Agreement. This Agreement, the Terms of Use and any addendums or additional terms executed by the Parties (concurrently or subsequent to the Effective Date) sets forth the entire agreement between the parties with respect to the subject matter hereof, and no party shall be bound by any other conditions, definitions, warranties, understandings or representations with respect to such subject matter. This Agreement supersedes all prior oral or written representations, agreements, promises, or other communications, concerning or relating to the subject matter of this Agreement, including any confidentiality/nondisclosure agreements previously entered into by the parties.

(b) Modifications and Amendments; Waiver. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each party. The failure of DealerTrack or Lender in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or provisions on any future occasion.

(c) Headings. The captions to sections of this Agreement are for convenience of reference only and do not in any way limit or amplify the terms or conditions hereof.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision or requirement will be enforced only to the extent it is not in violation of such law or is not otherwise unenforceable and all other provisions and requirements of this Agreement will remain in full force and effect.

(e) Notices. Where notice, approval or similar action by either party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing and shall be made by Federal Express, Airborne Express or other similar overnight delivery service, facsimile, email or other electronic means or certified or registered mail, return receipt requested. A notice shall be deemed to be received by the addressee: one (1) business day after sending, if sent by overnight delivery service, facsimile, email or other

electronic means; and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as follows:

In the case of notices to Lender:

Sussex County FCU
P.O. Box 18022
Seaford, DE 19973
Attn: Susan Hoefs
Tel: 302-629-0100 #111
Fax: _____
Email: SHoefs@Sussexfcu.com

In the case of notices to DealerTrack:

DealerTrack, Inc.
1111 Marcus Avenue, Suite M04
Lake Success, NY 11042
Attn: Robert Granados
Tel: (516) 734-3641
Fax: (516) 734-3800
Email: robert.grandos@dealertrack.com

With a copy to:
General Counsel
DealerTrack, Inc.
1111 Marcus Avenue, Suite M04
Lake Success, NY 11042
Attn: Gary Papilsky, Esq.
Tel: (516) 734-3822
Fax: (516) 734-3800
Email: gary.papilsky@dealertrack.com

Any party to this Agreement may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

(f) Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, and any attempted unauthorized assignment will be void. Notwithstanding the foregoing, either party may assign any of its rights and obligations under this Agreement to the surviving corporation with or into which that party may merge or consolidate, or an entity to which that party transfers all, or substantially all, of its voting securities or assets; provided, however, that Lender may not assign this Agreement in any such case to any competitor of DealerTrack, without DealerTrack's prior written consent.

(g) Relationship of Parties; Third Party Beneficiaries. Nothing in this Agreement shall constitute or be deemed to constitute a relationship of employer and employee, agency, joint venture or partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever. Except as expressly provided herein, neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose. DealerTrack will perform all services under this Agreement as an independent contractor. No person or entity not a party to this Agreement, including but not limited to DealerTrack Dealers, will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

(h) Governing Law; Jurisdiction. This Agreement will be governed by and construed and enforced solely and exclusively in accordance with the laws of the State of New York, exclusive of its choice of law rules and without application of the rule of contract construction that ambiguities in a contract are construed against the interests of the party drafting the contract. Any dispute that arises under or relates to this Agreement shall be resolved in the state or federal courts located in New York, New York and the parties expressly waive any challenge to the jurisdiction or venue of such courts.

(i) Background and Exhibits. The exhibits identified below, as they may be modified in accordance with the terms of this Agreement, are incorporated by reference herein and shall constitute substantive parts of this Agreement.

Exhibit A – Service Level Standards

Exhibit B - Executive Summary - Backup and Disaster Recovery

(j) Nondisclosure of Terms. Lender agrees that the terms of this Agreement are Confidential Information of DealerTrack, and Lender shall not disclose any of the terms hereof to any third party (except for disclosure reasonably made to legal representatives, financial advisors, and accountants) without the prior written consent of DealerTrack or as may be required by Lender to comply with applicable federal and state laws or regulations.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes be deemed to be an original and all of which shall constitute the same instrument.

(l) Force Majeure. To the extent that either party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed, directly or indirectly, by a Force Majeure Event, and such non-performance could not have been prevented by reasonable precautions, then the non-performing party shall be excused from any further performance of those obligations. The non-performing party shall only be excused for so long as such Force Majeure Event continues and such party continues to use its best efforts (or cause its subcontractor to use best efforts) to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, work around plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other party by telephone of the occurrence of the Force Majeure Event and describe the Force Majeure Event in reasonable detail (to be confirmed in writing within two days of the inception of such delay). The occurrence of a Force Majeure Event does not limit or otherwise affect DealerTrack's obligation to provide either normal recovery procedures or any other disaster recovery services required pursuant to this Agreement or Lender's obligation to pay fees and charges pursuant to Section 10 hereof.

(m) Interpretation of Documents. In the event of a conflict between this Agreement and the terms of any Exhibit, the terms of this Agreement shall prevail. In the event of a conflict between this Agreement and the Terms of Use, the terms of this Agreement shall control. In the event of a conflict between this Agreement and an Addendum, the terms of the Addendum shall control.

(n) Survival. Each party's obligations under Sections 9, 10, 11(d), 11(e), 11(f), 11(h), 12(a)(vi), 14(b), 15, 16, 17, 18 and 20 shall survive any expiration or termination of this Agreement.

(o) Rules of Construction. For purposes of this Agreement, except as otherwise herein expressly provided or unless the context otherwise requires:

(i) The terms defined in this Agreement include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender or no gender;

(ii) References to "Sections" and other subdivisions without reference to a document are to Sections and other subdivisions of this Agreement;

(iii) A reference to a "clause" without further reference to a Section is reference to such clause as contained in the same Section in which the reference appears, and this rule shall apply to their subdivisions;

(iv) The words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision; and

(v) The term "include" or "including" shall mean without limitation by reason of enumeration.

* * * * *

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement effective as of the day and year first written above.

DEALERTRACK, INC.

By: Robert Diamond

Name: Robert Diamond

Title: VP

SUSSEX COUNTY FEDERAL CREDIT UNION

By: Pamela A. Fleurette

Name: Pamela A. Fleurette

Title: CEO



Exhibit A

Service Level Standards

Service Availability.

Excluding scheduled downtime and Lender's downtime, the Service and the DealerTrack Site will be available to Users a minimum of ninety-seven percent (97%) of the time during any given month during the term of this Agreement.

Company Hardware, Software and Browser Performance.

DealerTrack will use commercially reasonable efforts to keep all hardware, software and other systems, including, without limitation, computer network(s), telephone system(s), and billing system(s) necessary for users to use any part of the DealerTrack Site or the Service free from material defects and operating in substantial conformity with its then-published specifications.

Security

DealerTrack will use commercially reasonable efforts to prevent unauthorized access to restricted areas of its servers and any databases or other sensitive material generated from or used in conjunction with the DealerTrack Site and the Service offered thereon. In addition, DealerTrack will immediately notify Lender of any known security breaches or holes in the DealerTrack Site and the Service offered thereon.

Exhibit B

Executive Summary - Backup and Disaster Recovery

DealerTrack's production facility is hosted Savvis, Inc. in Piscataway, NJ. Savvis, Inc. provides redundant Internet connections, UPS, generators and security measures that are required by a mission critical operation. In addition to the backup and security measures provided by Savvis, Inc., DealerTrack has added redundant load balancers, switches, firewalls and servers with automatic switchover in the event of a failure.

DealerTrack's disaster recovery facility is also hosted by Savvis, Inc. and located in Waltham, MA. It provides all the capability required to run the DealerTrack web site in the event of a disaster at the Weehawken location.

Both data centers have been independently audited and reviewed by Ernst & Young LLP. The results are documented in a SAS#70 report which is available upon written request.

If a true disaster has occurred (defined as the physical destruction of the web site or major disruption of critical services required for site operation) the disaster recovery plan will be invoked immediately. In the event of a prolonged site outage of eighteen (18) hours or greater, DealerTrack shall switch the production operations to the disaster recovery facility; provided, that, the switch to the disaster recovery facility will, in DealerTrack's reasonable discretion solve the reason for such prolonged site outage. All DealerTrack Financial Institutions will be notified and kept informed of the situation using the current problem escalation procedures.

The DealerTrack disaster recovery plan details the step-by-step procedures that will be executed in order to switch production operations to the disaster recovery facility and verify that the site is functioning properly. The disaster recovery plan will be updated accordingly as changes to the site are implemented. DealerTrack plans on conducting a disaster recovery test on an annual basis to insure that the plan can be reliably executed in the event of a disaster.