

fax

TO:	The Impact Group, Inc.	FROM:	
FAX:	(888) 208-9607	PAGES:	
PHONE:	(800) 667-2614	DATE:	
RE:	New Dealer Agreement	ATTN:	Account Setup

Please fax the completed, signed agreement(s), all pages of the Welcome Packet and if applicable, the StoneEagle Data Access Agreement to the above fax number.

Upon receipt and review of the fax, a representative will contact you to schedule configuration and training.

SECTION 1 OF 3
SOFTWARE OPTIONS AND PRICING AGREEMENT

THE IMPACT GROUP, INC.
SOFTWARE OPTIONS AND PRICING AGREEMENT

Check Options Below	Monthly Fee	Setup and Training Fee
<input type="checkbox"/> Fusion™ presentation software <input type="checkbox"/> Authorize monthly ACH debit of subscription fee (\$25.00 initial setup fee discount)	\$299.00	\$495.00
<input type="checkbox"/> Add DMS integration by StoneEagle <input type="checkbox"/> Check if dealer is a current client	+ \$95.00	+ \$225.00 (new StoneEagle clients) - or - + \$125.00 (current StoneEagle clients)
<input type="checkbox"/> Add DMS integration by StoneEagle + SEcureMetrics reporting	+ \$170.00	+ \$325.00
<input type="checkbox"/> Enable submission to RouteOne (requires DMS integration) RouteOne ID Number: _____	N/A	N/A
<input type="checkbox"/> Add biweekly payment program	N/A	N/A
<input type="checkbox"/> Add OFAC check service by Integra Systems - or -	+ \$30.00	N/A
<input type="checkbox"/> Add OFAC check service AND Red Flag service by Integra Systems	+ \$99.00	N/A
Total Initial Payment Due:		:

Dealership Name	Fax Number
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Street Address	City	State	Zip
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Authorized Signer's Name	Phone Number	Email Address
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F&I Contact Name	Phone Number	Email Address
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Technical Contact Name	Phone Number	Email Address
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Agency Contact Name	Phone Number	Email Address
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Name of company responsible for payment	Attn Name	Attn Phone Number
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This Software Options and Pricing Agreement is made and entered into as of the date of execution by and between The Impact Group, Inc. ("Impact") and the above referenced dealer ("Subscriber").

This Agreement sets forth the pricing and payment terms applicable to Subscriber's license (the "License") of The Impact Group's Fusion software (the "Program").

The undersigned hereby agrees to the following terms and conditions:

Section 1: Fees; Payment Terms; Late Fees; Collection.

1. **Monthly Fees.** Subscriber shall pay all fees specified herein. Monthly fees are payable on the due date indicated on the monthly invoice, with the exception of the first monthly payment and set-up/training fees which are due upon the execution of this Agreement. The Monthly fees are subject to change upon thirty (30) days advance written notice to Subscriber.
2. **Late Fees; Collections.** A late fee of Thirty-Five Dollars (\$35.00) per month shall be imposed for each month that a payment is not received within 15 days after the due date. If Impact is required to initiate legal action to collect amounts owed hereunder, Subscriber shall pay all costs of Impact's collection efforts, including attorneys' fees.
3. **Pricing.** Subscriber agrees that the options and fees selected above shall apply to Subscriber's License. Set-up, initial training and monthly fees are per-rooftop. There is no limit to the number of users under a single rooftop that may use the Program. Additional software services may be added at any time with a new agreement and remittance of set-up and monthly fee differences. Benchmark state prima facie rates are used in calculating credit life and disability premiums in the Program. A "custom file" may be required to ensure accurate calculations if Subscriber's insurance carrier has filed different rates, terms, age restrictions or dollar maximums on behalf of Subscriber. In the event that a custom file is required, Subscriber agrees to an additional fee, not to exceed \$230 to ensure accurate credit insurance calculations.

Follow up or recurrent training is \$35.00 per person, per session. A \$35.00 charge will be assessed for any training not attended by the person holding the reservation. Advance reservations are required.

Section 2: Terms of Use.

1. **End User License Agreement.** Subscriber shall be bound by the terms of the FUSION™ End User License Agreement, which must be accepted by all users as a precondition to accessing the Program and the terms of which are incorporated herein by reference.
2. **Permission to Access Dealer Usage Reports.** Subscriber grants permission to Impact to allow vendors whose products are marketed via the Program, as well as authorized sales agents (indicated by Subscriber's insertion of referral code), to access Subscriber's Program usage reports.

Section 3: Term of Agreement: Termination.

1. **Termination Rights.** Subscriber may cancel use of the Program at any time upon thirty (30) days advance written notice to Impact.

2. Termination Due to Breach. Subscriber acknowledges that a breach of this Agreement or a breach of the End User License Agreement as a condition of the License shall result in the discontinuance of the License and access to the Program.
3. Obligations upon Termination of License. In the event of a termination of the License, the obligations of the undersigned hereunder to pay any outstanding costs, expenses, or fees specified herein shall survive.

Section 4: Miscellaneous.

1. Authority. Subscriber represents that the person accepting this Agreement has the authority to do so on behalf of the Subscriber, and that this Agreement when accepted by Subscriber shall be a legally binding obligation upon Subscriber and all of its authorized users of the Program.
2. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions. Subscriber agrees that the license of the Software shall not be subject to the Uniform Computer Information Transactions Act. Subscriber hereby consents to the jurisdiction of the courts sitting in Virginia, and, in any action brought by Impact to enforce this Agreement, waives the defense of the lack of personal jurisdiction by such courts.
3. Compliance With Laws. Subscriber understands and agrees that it must comply with the applicable laws of the state in which it operates, including the rules and regulations of the Department of Insurance. Subscriber acknowledges that Impact and its employees or affiliates will never be deemed to be an agent of the Subscriber with respect to the sale of insurance or related products.
4. Counterparts; Entire Agreement. This Agreement may be executed in separate counterparts, each constituting an original and both together constituting one and the same Agreement. This Agreement and the End User License Agreement constitute the entire agreement between the parties with respect to the Program and supersede all previous terms, conditions, and/or agreements between the parties, either written or verbal.

The undersigned agrees to be bound to the foregoing Software Options and Pricing Agreement as of the date referenced below.

The Impact Group, Inc.

Subscriber:

By: _____

By: _____

Name: Mark L. Thorpe

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

SECTION 2 OF 3 FUSION WELCOME PACKET

To expedite processing and get your store up and running as soon as possible, please review the following list and supply all applicable data. If you have any questions, please do not hesitate to contact The Impact Group technical support at 1-800-667-2614.

- **Pages 1 and 2: Payment Authorization Form and Initial Invoice**
Please print and provide these pages to the person who manages accounts payable for the company that is responsible for payment.
- **Page 3: FUSION Product Menu Setup**
Please supply the names as you wish them to appear to your customers, default pricing, and administrator of all the products to be presented through the menu.
- **Page 4: FUSION User Setup**
Please supply the names, titles and email addresses of all persons that should be able to use the software and/or receive reports. If reports are to be received via email, indicate the frequency with which they should be emailed.
- **Page 5: PC System Requirements for FUSION web software**
Please print and provide this page to the person who manages the computers and network at the dealership.

THE IMPACT GROUP, INC.
PAYMENT AUTHORIZATION FORM

Select a payment option and complete the corresponding section below. After completing this form, please fax it to 888-208-9607.

Organization _____

Street Address _____ City _____ State _____ Zip _____

ACH Debit Authorization

Name on Checking Account _____

Name(s) of Person(s) Authorized to Sign Checks on such Account _____

Full Name of Financial Institution _____

9 Digit Routing Number _____ Account Number _____

I hereby authorize the Impact Group, Inc. to electronically debit our checking account via the ACH system for the initial payment amount of _____ one time upon receipt of this form, and thereafter in the amount of _____ to occur on the monthly anniversary date of completion of setup and training. Should the date fall on a weekend or holiday, the transaction will be made on the next business day. I understand that this authorization will remain in effect until I revoke it by written notice to The Impact Group, Inc. PO Box 398, Hopkinton, NH 03229.

Recurring Credit Card Payment

Type of Card _____ Name on Card _____

Account Number _____ Expiration Date _____ Security Code (on back of card) _____

Paper Check Sent Via US Mail

Fax this agreement and your check representing the initial payment in the amount of _____ to the fax number above. The faxed check will be electronically debited; there is no need to mail the original check.

AUTHORIZATION

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Email for Confirmations _____

THE IMPACT GROUP, INC.
FUSION USER SETUP

After completing this worksheet, please fax it to 888-208-9607. If you have any questions, please contact The Impact Group technical support at 1-800-667-2614.

First Name / Last Name	Title	Email Address	Email Reports	
			<input type="checkbox"/> None	<input type="checkbox"/> Weekly
			<input type="checkbox"/> Daily	<input type="checkbox"/> Monthly
			<input type="checkbox"/> None	<input type="checkbox"/> Weekly
			<input type="checkbox"/> Daily	<input type="checkbox"/> Monthly
			<input type="checkbox"/> None	<input type="checkbox"/> Weekly
			<input type="checkbox"/> Daily	<input type="checkbox"/> Monthly
			<input type="checkbox"/> None	<input type="checkbox"/> Weekly
			<input type="checkbox"/> Daily	<input type="checkbox"/> Monthly
			<input type="checkbox"/> None	<input type="checkbox"/> Weekly
			<input type="checkbox"/> Daily	<input type="checkbox"/> Monthly
			<input type="checkbox"/> None	<input type="checkbox"/> Weekly
			<input type="checkbox"/> Daily	<input type="checkbox"/> Monthly
			<input type="checkbox"/> None	<input type="checkbox"/> Weekly
			<input type="checkbox"/> Daily	<input type="checkbox"/> Monthly

Dealership Name: _____

Your Name: _____

Your Phone Number
(in case we have questions): _____

THE IMPACT GROUP, INC.
PC SYSTEM REQUIREMENTS FOR FUSION SOFTWARE

- **OS:**
Windows XP / Windows Vista (with latest Service Packs)

- **Processor:**
Minimum: Intel Pentium 4 1.3 GHz or AMD Athlon XP 1500+
Recommended: Dual-core processor, such as the Intel Pentium D or AMD Athlon 64 X2

- **Memory:**
Minimum: 512 MB RAM (1GB for Vista users)

- **Browser:**
While the software should function in any modern browser, it is optimized and fully tested for Mozilla Firefox 2.0 or above and Microsoft Internet Explorer 7 or above.

- **Flash Player:**
Version 10 or higher (download from <http://www.adobe.com/flashplayer>)

- **Network:**
Broadband speed required (at least 1.5Mbps download speed recommended)
Wireless networks are not recommended, however they can perform well if configured properly.

If you have any questions regarding these system requirements, please contact The Impact Group technical support at 1-800-667-2614.

SECTION 3 OF 3 STONEEAGLE DATA ACCESS AGREEMENT

Complete this section only if StoneEagle services are selected in the first page of the Software Options and Pricing Agreement. Discard otherwise.

DATA ACCESS AGREEMENT

This Data Access Agreement ("Agreement") is made this ____ day of _____, 20____ ("Effective Date") and is between StoneEagle.com, Inc. ("StoneEagle"), and _____ ("Dealer"). StoneEagle agrees to provide certain software applications and services necessary to capture information from the Dealer Management Systems ("DMS") and update information to Dealer's DMS ("Purpose"), which may be more fully described in Addendum 1, which, if applicable, is attached and made a part of this Agreement. Dealer acknowledges that StoneEagle must have access to certain information from Dealer in order to accomplish the Purpose.

Negation of warranty

DEALER EXPRESSLY AGREES THAT IT'S USE OF THE DEALER MANAGEMENT SYSTEM INTERFACE ("DMSI") IS AT THE DEALER'S SOLE RISK. NEITHER STONEEAGLE NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES WARRANT THE ACCURACY, THE CORRECTNESS OF ANY DATA, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DMSI, THE TIMELINESS, SEQUENCE, COMPLETENESS, RELIABILITY OR CONTENT OF THE DATA OR INFORMATION OF THE DMSI. ALL ACCESS TO THE DMSI IS "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. DEALER BEARS ALL RISK PERTAINING TO QUALITY AND PERFORMANCE OF THE DMSI AND ALL INFORMATION INVOLVED WITH DMSI.

Limitation of liability

IN NO EVENT, INCLUDING NEGLIGENCE, SHALL STONEEAGLE BE LIABLE TO THE DEALER AND/OR THEIR AFFILIATES FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, OR THE ACCURACY OR CORRECTNESS OF THE INFORMATION CONTAINED HEREIN, EVEN IF STONEEAGLE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. STONEEAGLE'S LIABILITY TO THE DEALER AND/OR THEIR AFFILIATES HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AGGREGATE AMOUNT DEALER PAID TO STONEEAGLE IN CONNECTION WITH THE AGREEMENT.

IN NO EVENT SHALL STONEEAGLE BE LIABLE TO THE DEALER AND/OR THEIR AFFILIATES FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF STONEEAGLE IN PROVIDING THE DATA UNDER THIS AGREEMENT OR TO THE ACCURACY OR CORRECTNESS OF THE DATA PROCESSED BY THE DEALER.

IN NO EVENT SHALL STONEEAGLE BE LIABLE TO THE DEALER AND/OR THEIR AFFILIATES FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF STONEEAGLE TO CONNECT TO THE DEALER'S DMS DUE TO ISSUES BEYOND STONEEAGLE'S CONTROL WHICH INCLUDES, WITHOUT LIMITATION, BUSY LINES, CORRUPT MODEMS, LOCKED PORTS ON THE DMS, NO MODEM CARRIER ERRORS AND ALL OTHER TECHNICAL ISSUES THAT MAY PREVENT CONNECTIVITY TO THE DMS.

DEALER AGREES TO BE SOLELY RESPONSIBLE AND LIABLE FOR ESTABLISHING, ADMINISTERING AND MONITORING ALL SECURITY OF DEALER'S EMPLOYEES, AGENTS OR AFFILIATES. DEALER AGREES TO BE SOLELY RESPONSIBLE AND LIABLE FOR ACCESS TO, AND USE OF, THE DMSI AND ANY INFORMATION CONTAINED THEREIN. IN NO EVENT SHALL STONEEAGLE BE LIABLE TO DEALER, ITS EMPLOYEES, AGENTS OR AFFILIATES FOR UNAUTHORIZED ACCESS TO, OR MISUSE OF THE DMSI OR ANY INFORMATION CONTAINED THEREIN.

Nonpublic Personal Information

The privacy provisions of the G-L-B Act and Regulation P, which became effective on July 1, 2001, regulate the manner in which the Dealer is allowed to share with others the personally identifiable financial information not otherwise generally available to the public that the Dealer obtains about its consumers ("Nonpublic Personal Information").

Dealer will notify StoneEagle if it is subject to the Graham-Leach-Bliley Act ("GLB Act"), and will identify any "Nonpublic Personal Information" (as defined in Title V of the GLB Act) ("NPI") that it delivers or makes available to StoneEagle ("Dealer NPI"). Upon Dealer's request, StoneEagle will return or destroy any Dealer NPI that is in its possession. Dealer acknowledges that StoneEagle is in the business of developing and providing proprietary data products and that the Services may be enhanced by StoneEagle's use of data that is aggregated from its various Dealers. StoneEagle warrants to Dealer that it presently maintains, and will continue to maintain and periodically test the efficiency of appropriate information security programs and measures designed to ensure the security and confidentiality of "Customer Information" (as defined in 16 CFR S314.2(b)).

To fulfill the Purpose, Dealer shall share certain of its consumers' Nonpublic Personal Information with StoneEagle who agrees:

1. To use its best efforts to comply with the requirements of G-L-B Act and Regulation P, in particular, as they relate to the disclosure and protection of Trade Secret and Nonpublic Personal Information.
2. To use its best efforts to keep confidential all Trade Secret and Nonpublic Personal Information received from the Dealer in accordance with the provisions of the G-L-B Act and Regulation P. In particular, StoneEagle understands that StoneEagle may use the Trade Secret and Nonpublic Personal Information StoneEagle receives from the Dealer only for the purposes for which such Trade Secret and Nonpublic Personal Information was delivered to StoneEagle, and only for such other purposes as are permitted under the G-L-B Act and Regulation P.
3. To use its best efforts to maintain and to cause their affiliates to maintain physical, electronic and procedural safeguards that comply with Regulation P to guard the Trade Secret and Nonpublic Personal Information StoneEagle receives from Dealer.
4. In the event Trade Secret and Nonpublic Personal Information is used in an unauthorized manner or disclosed in violation of the G-L-B Act and Regulation P, which unauthorized use or disclosure is caused by the action or inaction of StoneEagle, to immediately notify the Dealer of such event. StoneEagle shall indemnify and hold the Dealer harmless from all claims, damage, liability, costs and expenses (including court costs and reasonable attorneys' fees) arising from any unauthorized use or disclosure which results directly from the action or inaction of StoneEagle. In addition, StoneEagle understand that the Dealer will be entitled to all other remedies available at law or equity, including injunctive relief.
5. Upon written request, to promptly return Trade Secret and Nonpublic Personal Information received from the Dealer, or to promptly destroy all materials containing such Trade Secret and Nonpublic Personal Information (and any copies, extracts, and summaries thereof) and shall further provide Dealer with written confirmation of such return or destruction upon the Dealer's written request.
6. To warrant to its Dealers that it presently maintains, and will continue to maintain and periodically test the efficiency of appropriate information security programs and measures designed to ensure the security and confidentiality of "Customer Information" (as defined in 16 CFR S314.2(b)). Such information security programs and measures shall include appropriate procedures designed to (1) protect the security and confidentiality of such information, (2) protect against anticipated threats or hazards to the access to or use of such information, and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer of Dealer.

Term:

The Term of this Agreement shall commence on the effective date and terminate upon StoneEagle's, or Dealer's thirty (30) day prior written notice delivered to the other party.

General:

The Dealer, its employees, agents and affiliates shall not copy, modify, distribute or transfer (by any means) sublicense, reverse engineer, recompile or disassemble any of the software or components constituting StoneEagle's products or services provided pursuant to the Service Agreement and the same shall at all times be and remain solely and exclusively owned by StoneEagle.

This Agreement shall be binding upon and inure to the benefit of StoneEagle's affiliates, successors, and assigns. In the event of a conflict between the terms of this Agreement and any prior agreement between the parties hereto, the terms of this Agreement shall control. All obligations under this Agreement shall survive the termination of this Agreement for a period of two (2) years, except that the obligation to keep Trade Secret and Nonpublic Personal Information confidential shall remain in effect for an indefinite period of time. Any failure on the part of the Dealer to insist upon the performance of this Agreement or any part thereof shall not constitute a waiver of any rights hereunder. If a court in any judicial proceeding shall refuse to enforce any of the separate rights or obligations contained in this Agreement, then such unenforceable right or obligation shall be deemed modified or eliminated so as to be enforceable for purposes of such proceeding.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Dealer :

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title

StoneEagle.com, Inc.:

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title

Addendum 1

StoneEagle and Dealer have previously entered into a Data Access Agreement (“Agreement”) dated: _____ wherein StoneEagle agrees to provide certain services, referenced on the Supplemental Information form attached thereto. In order for StoneEagle to provide these certain services it is necessary for StoneEagle to extract data from the Dealer’s Dealer Management System (“DMS”).

Dealer requests StoneEagle, where possible, to provide integration services with the extracted data to the following authorized third-party/ies:

- 1) The Impact Group
- 2) Bi-Weekly
- 3) _____
- 4) _____
- 5) _____

Dealer :

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title

StoneEagle.com, Inc.:

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title

THE IMPACT GROUP, INC. DMS INTEGRATION SETUP WORKSHEET

Please create a new login for StoneEagle's integration module on your DMS with the permissions configured according to the appropriate chart in the table below. After completing this worksheet, please fax it to 1-888-208-9607. If you have any questions, please contact The Impact Group technical support at 1-800-667-2614.

StoneEagle Solution	ADP Access Needed	R&R Access Needed	Arkona Access Needed
SEcureIntegration ○ Data Push and/or Pull	* ENG FI (P,G,C,V screens)	* 6910, 7601, 7602 Non ODS 4760,4770,4772,4779 ODS 4781, 4770, 4772, 4827, VSC Screen, Aftermarket Entry	Customers Deals Vehicles
SEcureMetrics Options ○ SEcureMetrics Reports ○ Dealer Comparison Reporting Accounting Inventory	ENG Store-FI w/ ENG Store: _____-FI Accounting Function	6910, 7601, 7602 4760 w/ programs: 6910, 7601, 7602 n/a	N/A

*Please login with new Username and Password and check off each access item.

Dealership Name: _____

DMS Type: _____

Modem Number 1
(Required): _____

Modem Number 2
(Optional): _____

User Name: _____

Password: _____