

4025 Kinross Lakes Parkway
Richfield, OH 44286-9368

BILL TO:

DELIVER TO:

"Customer"			User Site Location		
Address (Street and/or PO Box)			Address (Street and/or PO Box)		
City	State	Zip	City	State	Zip
Telephone		Fax	Telephone		Fax
Principal			Contact Name, Title		
Dealer Code	Term (Months)		Contact E-Mail Address		

FOR INTERNAL USE ONLY

Sales Representative	Party Number	Account Number
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EASy MONTHLY PAYMENT		TRAINING OPTIONS (Must choose A or B)				SITE SET-UP INFORMATION	
		Option A		OR	Option B		The following information is required to create an Administrator account for the individual at your dealership responsible for administering your EASy site.
		Web Based Training			On-site Training		
Number of Users	Monthly Price	No. Users	Price	No. Users	Price		
1 – 3	\$99.00	1 – 3	\$270.00	1 – 6	\$802.00	Dealer Administrators Name	
4 – 15	\$129.00	4 – 15	\$435.00	7 – 19	\$1,150.00	Dealer Administrator E-Mail Address	
16 – 30	\$199.00	16 – 30	\$570.00	20-34	\$1,674.00		
31 or more	Call 1.888.543.0894	31 or more		call 1.888.543.0894		Dealer's Website Address	
Dealer Site Gateway (DSG)	\$39.00	1 – 20+ Seats No additional Training charges for New or add-on order for DSG				Ex: www.johnsmithchrysler.com	
Total No. of Users:	Monthly Payment:	Billed One Time	OR	Billed One Time			
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>		\$ <input type="text"/>			

OTHER CHARGES: Taxes are not included in above prices and will be billed separately.

TERMS AND CONDITIONS: This Agreement includes the Terms and Conditions that follow on Pages 2 through 4 and are made a part hereof.

TERM: Term shall commence after deployment of the Software and completion of initial training.

CANCELLATION: This Agreement is non-cancelable except for Snap-on's remedies if a Default occurs. Customer may not cancel this Agreement during the Initial Term or any renewal term.

IF ANY REPRESENTATIONS OR SPECIFICATIONS ARE RELIED UPON BY THE CUSTOMER, THEY MUST BE IN WRITING AND ATTACHED TO OR SPECIFICALLY REFERENCED IN THIS AGREEMENT TO BE BINDING ON SNAP-ON.

<p>ACCEPTED BY CUSTOMER (Including Terms & Conditions on Pages 2 through 4) <input type="checkbox"/> I am authorized to purchase EASy on behalf of this dealership.</p> <p>_____ (Authorized Signature)</p> <p>_____ (Printed Name)</p> <p>_____ (Title)</p> <p>_____ (Date)</p>		<p>ACCEPTED BY SNAP-ON BUSINESS SOLUTIONS INC. (at Snap-on Administrative Office)</p> <p>_____ (Authorized Signature)</p> <p>_____ (Printed Name)</p> <p>_____ (Title)</p> <p>_____ (Date)</p>	
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1. **SOFTWARE AND DATABASE USAGE:**

1.1 **License:** Snap-on hereby authorizes and licenses Customer, on a non-exclusive basis, to use the Software and the Database at the Media Location in accordance with this Agreement during the Term.

1.2 **Database Updates.** Snap-on publishes Database updates periodically as directed by the Manufacturer and subject to the Manufacturer providing correct and properly formatted update information to Snap-on. Snap-on will furnish Database updates as published.

1.3 **Delivery and Installation:** Snap-on will deploy the Software, in object code format only, and the Database to the Media Location designated on the front of this Agreement. Customer will be responsible for downloading the Software and Database with remote assistance from Snap-on unless Customer enters into a separate agreement with Snap-on covering installation.

1.4 **Co-Resident Applications and Networked Hardware.** Snap-on provides Minimum Hardware Requirements based on operation of the Software only on the equipment. Customer shall be solely responsible for determining whether and how the Software and Database may operate co-resident with other programs or applications and whether equipment on which the Software is run may be networked with other systems at the Media Location. (The Software and Database may not be accessed or used from outside the Media Location.) Customer acknowledges that use of co-resident programs and applications and use of the Software in a network environment could impair the performance of the Software and/or the Database.

1.5 **Ownership:**

1.5.1 Customer acknowledges that the Software and the Database, the know-how relating to the Software and Database, and the programs, processes and information contained or embodied therein, are confidential and constitute valuable property of Snap-on or other parties from whom Snap-on has obtained marketing and/or license rights. Customer will take no action in derogation of such property rights. Customer further acknowledges that all copyright, patent, trademark, trade secret and other intellectual property rights in the Software and Database are and shall remain the exclusive property of Snap-on and/or such other parties, and Customer's use of the Software and Database under this Agreement shall not operate to modify or abridge such rights in the Software and Database nor create in Customer any right in the Software or Database, except the limited license granted above.

1.5.2 Snap-on is authorized by Manufacturer to republish certain image and text information for license to authorized users. Snap-on's ability and obligation to provide Database information to Customer is subject to and dependent upon Snap-on's continued access to such information from the Manufacturer. Snap-on shall not be obligated to provide Customer with the Database or any updates in the event that the applicable Manufacturer fails to provide the necessary information, properly formatted, in a timely manner or determines that Customer has ceased to be eligible or authorized to use the Database or related updates.

1.5.3 Customer will not remove or modify any proprietary notices of Snap-on and/or other parties on the Software or any results generated by the Software, in the Database or on any related user materials.

1.6 **Restrictions on Use:**

1.6.1 Customer may use the Software only in object code format in conjunction with the Database at the Media Location. Use of the Software and the Database shall be limited to the generation of selected lists of information and images from the Database in the ordinary, day-to-day business of Customer. Customer shall not generate or attempt to generate a listing (on paper or in any other format) of all or any substantial portion of the information or images in the Database for any purpose. Customer acknowledges and agrees that the license granted to it is limited and that this Agreement does not authorize Customer to have access or any rights to, under or in different versions of the Software or Database.

1.6.2 Customer has no rights in source code and agrees that it will not, nor will it permit anyone else to, modify, copy, disclose, disseminate or translate any version of the Software or any portion of the Database supplied to Customer by Snap-on, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source code for all or any part of the Software.

1.6.3 Customer's rights to use the Software and Database shall not be assigned, licensed or otherwise transferred to a successor, affiliate or any other person, firm, corporation or other organization, voluntarily, by operation of law, or in any other manner without the prior written consent of Snap-on, which consent shall be at the sole option of Snap-on. Any actual or attempted assignment, license or transfer of Customer's rights, duties or obligations under this Agreement without such consent is void, and Snap-on may, at its option, immediately terminate this Agreement for default.

1.7 **Protection And Security Of Software and Database:** Customer agrees that it will maintain the Software and the Database in a secure fashion and take all necessary measures to protect it from theft, reproduction or unauthorized modification, copying, disclosure, dissemination or translation.

Customer will not disclose the Software or any portion of the Database to anyone except employees and agents of Customer to whom such disclosure is necessary for Customer's use of the Software and Database as permitted by this Agreement, and such persons shall be obligated to maintain the Software and Database at a level of security at least equal to that used by a prudent business to protect its own confidential or proprietary information.

2. **PAYMENTS; LATE CHARGE**

2.1 **Payments:** All payments by Customer shall be made to Snap-on and mailed to the REMIT TO address shown on the invoice. Snap-on may assign this Agreement, or any part thereof, to any third party without the consent or approval of Customer. Customer's obligation to pay Monthly Subscription Services Payments and any other amounts due hereunder shall be absolute and unconditional and shall continue unmodified despite any loss, damage, interruption of the use of the Software or Database, any dispute, claim, counterclaim, defense or other right that Customer may have against Snap-on.

2.2 **Taxes:** The fees identified on the front page of this Agreement do not include taxes. If any taxes (other than taxes based on Snap-on's net income) are due or ultimately assessed in connection with this Agreement or any license or service provided under this Agreement, such taxes and any related interest or penalties arising from Customer's late payment or non-payment will be an additional charge due and payable by Customer. Customer's obligation to pay such taxes shall survive termination of this Agreement.

2.3 **Late Charge:** Any amounts which are not paid when due shall be subject to a delinquency charge equal to 18% per annum or the maximum rate permitted by applicable law, whichever is less, from the due date until the date when paid.

2.4 **Updates:** Normally, updates to the Database will be provided at no additional charge to Customer. In the event that the Manufacturer supplying the Database information increases its charge to Snap-on, then Snap-on will be entitled to increase the corresponding monthly payment under this Agreement to cover the additional Manufacturer charge.

3. **SUPPORT SERVICES:**

3.1 **Software Support:** Software Support includes access to technical support personnel and periodic enhancements or modifications to Software as described below.

3.1.1 Snap-on will supply Customer with enhancements and/or modifications, if any, to the Software which Snap-on makes available for general release and for which Snap-on does not charge a separate fee. Customer will install all enhancements and/or modifications provided by Snap-on to keep the Software up-to-date. Snap-on will provide Software Support only for the then-current version of the Software and for the immediately preceding version for a period of six months after shipment of enhancements and/or modifications to Customer.

3.1.2 Technical support will be provided by telephone or other remote access (e.g., fax or e-mail) during Snap-on's regular service hours.

3.2 **Condition For Providing Support Services:**

3.2.1 In order for Snap-on to provide Software Support, Snap-on must have telecommunications access to the Software to perform remote diagnostic procedures. Customer will maintain a data line permitting telecommunications access to the Software. Customer will also designate a "system administrator" who will be responsible for maintaining the Software and performing regular operator care. If Software Support is required, Customer will make its system administrator available to work with Snap-on support personnel to assist with diagnostics and to implement the actions recommended by Snap-on.

3.2.2 Snap-on shall have no obligation to provide Software Support or installation if Customer fails to have its system administrator present when any services are performed, provide Snap-on with reasonable access to the installation site and hardware on which the Software is running, and provide a suitable work environment that complies with all laws, ordinances, codes and permits.

3.2.3 Snap-on will use a language translation service when service is requested in any language other than English.

3.3 **Hours of Service:** Software Support is available by telephone from 7:00 a.m. to 9:00 p.m. ET, Monday through Friday, with limited telephone Support Services available from 7:00 a.m. to 4:00 p.m. ET, Saturday. Support Services are not provided on holidays recognized by Snap-on. Snap-on may change its service hours without prior notice.

3.4 **Service Limitations:** No hardware is being provided by Snap-on to Customer under this Agreement. Therefore, Support Services do not include equipment-related support or maintenance services or support or services to optimize use of the Software and Database with other programs, applications or databases, whether co-resident or resident on other computer hardware or systems networked with the hardware on which the Software is run. Customer is responsible for making any repairs or modifications to computer equipment necessary to operate the Software and Database.

3.5 **Customer Back-Up:** Customer is solely responsible for creating and maintaining a back-up copy of its files and other information in its computer systems. Snap-on will not be liable for any loss of Customer data.

3.6 **Detrimental Code:** Support Services do not include service necessitated by any damage to, or destruction of, Software or Database or any modification of Software or Database caused by or resulting from any detrimental code. "Detrimental Code" includes any computer virus, program, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters or corrupts any of the Software or Database, regardless of how the detrimental code was introduced or acquired.

4. **DEFAULT:** Each of the following events or circumstances shall constitute a default under this Agreement (each, a "Default"):

(a) Failure by Customer to pay when due any amount required to be paid to Snap-on hereunder if such failure continues for 10 days;

(b) Failure by Customer to perform or observe any covenant or obligation under this Agreement if such failure is not cured within 30 days after written notice from Snap-on;

(c) Any statement or representation made by Customer to Snap-on in connection with this Agreement (including any credit application or financial statements) is false or incorrect as of the date when made;

(d) Entry of any judgment against Customer in excess of \$100,000 if the judgment is not satisfied within 30 days or if the judgment is not stayed or covered by a bond pending a timely-filed appeal;

(e) Death of Customer, if Customer is a natural person, or of any partner of Customer if Customer is a partnership;

(f) Dissolution of Customer or transfer of all or a substantial part of the property of Customer, voluntarily or by operation of law, or merger, consolidation or any change of ownership when Customer is not the surviving entity or where the Agreement does not continue to be an obligation of the surviving entity;

(g) Insolvency of Customer or Customer's inability to pay debts as they become due, or the making by Customer of an assignment for the benefit of creditors, or the commencement of proceedings in bankruptcy or for a receivership by or against Customer or other materially adverse changes in Customer's financial condition or means or ability to pay; and

(h) Any Default by Customer under any other agreement it may have with Snap-on.

5. **REMEDIES:**

5.1 **Remedies Upon Default:** If any Default should occur, then (a) all amounts due or to become due hereunder (including all future monthly payments) shall accelerate and become immediately due and payable without notice or demand; and (b) Snap-on may (i) terminate Customer's right to use the Software and Database; (ii) discontinue Support Services and performance of any other obligations of Snap-on; (iii) retain all amounts received hereunder from Customer as liquidated damages; and/or (iv) exercise any and all other rights and remedies available to it under this Agreement or under applicable law.

5.2 **Notices:** To the extent permitted by applicable law, Customer waives any and all notices, advertisements, hearings or process of law in connection with the exercise by Snap-on of any of its rights and remedies upon Default. When notice must be given, Customer agrees that written notice to it at least ten (10) days before the action or occurrence described in such notice shall constitute reasonable notification of such action or occurrence; provided, however, that if the circumstances indicate that a shorter period of notice is reasonable, such shorter period shall constitute reasonable notification under applicable law.

5.3 **Obligation Upon Termination of Licenses:** Upon termination of this Agreement, all rights of Customer relating to the license for the Software and Database shall terminate. Any obligations of Customer intended to survive termination, including without limitation Customer's obligation to make any payments due or accrued to Snap-on and Customer's obligations regarding the confidentiality of the Software and the Database, shall continue. Upon termination of this Agreement, Customer shall promptly return to Snap-on the Software, the Database and any materials relating to or derived from the Software or the Database, and Snap-on shall have the right, without breach of peace, to enter Customer's premises to recover such Software, Database and materials.

5.4 **Injunctive Relief:** If Customer attempts to modify, copy, disclose, disseminate or translate or otherwise use the Software, the Database or any substantial portion thereof in a manner contrary to this Agreement or in derogation of the proprietary rights of Snap-on or any third party in the Software or Database, or Customer otherwise breaches any obligation regarding confidentiality, proprietary information or intellectual property, whether such rights are explicitly stated herein, determined by law, or otherwise, Snap-on shall have, and Customer agrees, in addition to any other remedy, the right to injunctive relief, Customer hereby acknowledging that other remedies would be inadequate.

5.5 **Remedies Cumulative, Expenses:** Rights and remedies provided for herein are cumulative and shall not limit rights or remedies otherwise available to Snap-on. Customer shall pay or reimburse Snap-on for all reasonable costs and expenses, including reasonable legal fees, incurred or paid by Snap-on in protecting or enforcing its rights or remedies hereunder.

6. **PATENTS AND COPYRIGHTS:**

6.1 **Indemnification:** Snap-on will, at its expense, defend Customer against any claim that the Software or Database (but not the underlying Database information as provided by Manufacturer) infringes an existing patent or copyright in the United States and, subject to the limitation of liability set out in this Agreement, Snap-on will pay all costs, damages and legal fees that a court may finally award as a result of such claim. To qualify for such defense and payment, Customer must give Snap-on prompt written notice of any such claim and allow Snap-on to control, and fully cooperate with Snap-on in, the defense and all related settlement negotiations.

6.2 **Remedy:** In the event such a claim occurs, Customer agrees to allow Snap-on, at Snap-on's option and expense, to procure the right for Customer to continue using the Software and Database or to replace or modify the Software and Database so that it becomes non-infringing; and, if none of the foregoing alternatives are reasonably available in Snap-on's judgment, Snap-on may terminate this Agreement on one (1) month's written notice.

6.3 **Exception To Liability:** Snap-on shall have no obligation with respect to any such claim based upon a modification to the Software or the Database not introduced or approved in writing by Snap-on, the use of the Software or the Database in combination with other software, or use of the Software in a manner not recommended by Snap-on.

6.4 **Entire Obligation:** Sections 6.1, 6.2 and 6.3 above state Snap-on's entire obligation to Customer regarding infringement of any form of intellectual property.

7. **WARRANTY AND DISCLAIMER:**

7.1 **System Warranty:** Snap-on warrants that, during the term of this Agreement, the Software and Database will operate on the hardware satisfying the Minimum Hardware Requirements and that the Software, when used in accordance with this Agreement, the Specifications and any operating instructions provided by Snap-on, will store, retrieve and display Database information for the Application identified on the front page of this Agreement as described in the Specifications for such Application.

7.2 **Limitation of Warranty:**

7.2.1 **The above warranties of the System, Software and Database are limited as described in this Section 7.2.** Snap-on warranties are also conditioned upon Customer's proper use of the Software and Database and do not apply if the Software and/or Database fail to perform due to modification, accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, damage in transportation, failure of site to comply with Specifications, or any cause other than ordinary use.

7.2.2 Unless expressly stated otherwise in writing in this Agreement, Snap-on does not warrant that:

(a) The Software or the Database will run properly on any equipment other than the hardware which satisfies the Minimum Hardware Requirements;

(b) Will interface with Customer's host computer or emulate customer's terminals;

(c) That the Software or Database will meet Customer's requirements; or

(d) That the operation of the Software or Database will be uninterrupted or error-free.

7.2.3 Snap-on makes no warranty with respect to any non-Snap-on software or its performance, nor any warranty regarding the use of the Software or Database in combination with any non-Snap-on software.

7.2.4 Snap-on does not represent or warrant that the information in the Database is correct. Snap-on shall have no obligation or liability to Customer or any other person if Snap-on fails to produce the Database or Database updates, or if any such Database or Database updates are produced by Snap-on in an inaccurate, incomplete or untimely manner, as a result of Manufacturer's failure to furnish Snap-on with the required information or Manufacturer's furnishing such information in an inaccurate, incomplete or untimely manner.

THE WARRANTIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

8. **LIMITATION OF LIABILITY:** In addition to any other limitations of remedies provided in this Agreement, Snap-on's entire liability to Customer for any claim whatsoever, regardless of form, shall be limited to actual damages, not to exceed the fees actually paid to Snap-on under this Agreement during its Term. In no event will Snap-on be liable to Customer or any third party for any other damages whatsoever arising from the delivery, use

or performance of the Software or Database or otherwise in connection with this Agreement, including, but not limited to, direct, indirect, ordinary, incidental, special or consequential damages of any kind, including loss of use, data or profits, regardless of the basis of the claim, whether in contract, warranty, tort including negligence, or otherwise, or for any damages caused by Customer's failure to perform its responsibilities or for any claim against Customer by any third party except as otherwise. Furthermore, Snap-on shall not be liable for, and Customer shall indemnify and hold Snap-on harmless from, any damages caused by Customer's failure to perform its obligations to Snap-on under this Agreement or its obligations to any third party.

9. MISCELLANEOUS:

9.1 Excusable Delays: Snap-on shall not be liable for delays in performance caused by fire, flood, explosion, accident, unavailability of parts or materials, energy shortage, labor trouble, war, inclement weather, telecommunication or power failure, sabotage, law or government regulation or any other cause reasonably beyond its control.

9.2 Joint and Several: If more than one party executes this Agreement as Customer, all such parties shall be jointly and severally obligated hereunder.

9.3 Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Notices: All notices required to be given under this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, or by commercial courier (e.g., Federal Express) to the applicable party at the address set forth in this Agreement. The date of postmark or deposit with courier shall be deemed the date on which such notice is given.

9.5 Waiver: No delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

9.6 Modification: This Agreement can only be modified by written agreement duly signed by persons authorized to sign such agreements on behalf of the parties.

9.7 Governing Law: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Ohio. The place of jurisdiction for all disputes arising from or in connection with this Agreement

shall be Cleveland, Ohio, and Customer hereby submits to personal jurisdiction of the courts (federal and state) in Cleveland, Ohio. If any provision of this Agreement is invalid or unenforceable for any reason, the remainder of this Agreement shall not be affected thereby.

9.8 Entire Agreement: Both parties to this Agreement acknowledge that they have read it, understand it and agree to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement between them with respect to the subject matter it covers and that it supersedes and merges all prior proposals, understandings and other agreements, oral and written, between the parties relating to such matters.

10. PERFORMANCE THROUGH SUBCONTRACTORS: Snap-on may engage any of its affiliates or other subcontractors to assist in performing services under this Agreement.

11. DEFINITIONS: Capitalized terms in this Agreement are defined as follows:

"Agreement" includes the initial term and, if renewed, any renewal term.

"Database" means each database of a selected set of image, graphic and text information provided by Snap-on as listed on the front page of this Agreement.

"Manufacturer" means any original equipment manufacturer or other supplier of the technical information included in the Database.

"Minimum Hardware Requirements" mean the hardware specifications recommended by Snap-on from time to time for the operation of the Software and Databases covered by this Agreement.

"Software" means software provided by Snap-on in machine readable form as set forth on the front page of this Agreement. "Software" may include third-party programs selected and provided by Snap-on, but does not include any third-party software or programs not provided by Snap-on.

"Specifications" means the technical product description in the user documentation delivered to Customer with the Software at the commencement of this Agreement.

"Support Services" means Software support services to be provided by Snap-on as described in Section 3.

**MINIMUM HARDWARE AND OPERATING SYSTEM REQUIREMENTS
As Of 06/2008**

EASy requires Internet Explorer 6 or 7 on a Windows desktop.



FAX COVER SHEET

Date: _____

TO: SNAP-ON ACCESSORY HEADQUARTERS

Fax #: 1.330.659.1902 or 1.330.659.1903

Subject: CHRYSLER EASy SUBSCRIPTION SERVICES AGREEMENT

From: _____

Dealership

Contact Name

Phone Number

Total Number of Pages Faxed (including cover page) 5

Important Reminders

- á Please specify exact number of users.
- á Have you entered the required Training amount, consistent with your user licenses?
- á Have you initialed and included the 3 pages of the terms and conditions?
- á If you have been working with an SBS Account Manager, please indicate his/her name on the line below. We will notify the appropriate representative of your order.

SBS Rep: _____

Thank you for choosing Snap-on

Snap-on Business Solutions ♦ 4025 Kinross Lakes Parkway, Richfield, Ohio 44286 ♦ Tel: 330.659.1600

Initial and Date (if sending by facsimile) _____

SSA--Chrysler EASy Rev. 02/2010