



Third Party Agreement

SelectQu
510 Heron Drive
Pureland Complex
Suite 208
Swedesboro, NJ 08085

E-Mail:
SelectQu Orders:
General Information:
Support:

Install@SelectQu.com
info@SelectQu.com
Support@SelectQu.com

Telephone: 856-832-2222
Fax: 856-832-2230

Guidelines:

All companies that use SelectQu are required to follow the following guidelines. By signing this document, you are entering into an agreement with SelectQu as specified herein.

Definition of SelectQu:

SelectQu is software that is designed and maintained by SelectQu.

This software is designed to pull information from a PICK system or any other reporting tool.

All transfers are generic in their makeup which allows you great flexibility when setting up a transfer. Due to the generic makeup of the transfers, 99% of any programming changes should be eliminated.

SelectQu guarantees that this software will function as specified in this agreement.

SelectQu guarantees the layout of the map files, provided SelectQu is the designer of said map file and that said map file is not altered in any way by the end user or any agent not authorized by SelectQu.

If purchaser requests that files on the DMS be updated, an additional agreement with the dealer requesting this function must be entered into, with the dealer principal signing-off and authorizing SelectQu to create F&I deals and/or create Service Appointments and/or update their customers.

SelectQu will guarantee all updating to DMS files, provided the following guidelines are met:

- a. No changes are made to map files except by SelectQu.
- b. Dealer is required to notify you and/or SelectQu of any software release load on their DMS which changes their file system.

Note: Most DMS software updates do not change the file structure, or cause any other problems; however, the dealership should verify that the transfers are working properly and that there are no other problems pertaining to SelectQu. In the event that files are changed, SelectQu will make any necessary changes.

Usage:

SelectQu is designed to allow a company to transfer data from their PICK system or any other reporting tool to a PC and should be used only for this reason.

Although SelectQu has the capability of sending information to a PICK system, SelectQu does not encourage this action.

User Obligation:

1. This software is not to be given or bartered to any other company. You are authorized by SelectQu to sell SelectQu. You may charge any fee for this software, provided SelectQu is properly compensated according to the Pricing Sheet provided later in this document.

2. You must notify SelectQu of all sales and / or installations and / or changes that you or your company make to the data maps. SelectQu will do all installations of software onto the PICK system, unless otherwise specified prior to this agreement.

If you fail to notify SelectQu of an install, SelectQu will not support or maintain the installation and you will forfeit the right to use / sell SelectQu.

SelectQu will only reinstate support and maintenance upon payment of \$ 400.00 per dealership fee in addition to a penalty fee of \$ 100.00 per dealer. Additionally, you will be responsible for the charges to make changes or corrections at an hourly rate of \$ 150.00.

3. You will not distribute any passwords, other than the Setup password that allows access to the Communication Setup only. Passwords for accessing the maps are not to be distributed.
4. All data transfer maps are to be setup and maintained by SelectQu, unless Otherwise specified and agreed upon prior to this agreement.
5. All maps are the property of SelectQu.

Pricing Sheet:

Charges are based on three different fees.

1. **One time charge:**

There is a one time charge of \$ 2,000.00. This fee permits your company to sell and use SelectQu in your demos, and covers any needs that your company might have in order to transfer data (setting up map files).

If new map files are needed after the initial set-up (stated above), a one time charge of \$ 300.00 will be assessed for each new map file. **Data maps will not be set-up, nor any changes made until applicable fees are paid.**

2. Installation Fee

Pricing is per rooftop or per F&I Account (whichever is greater).

One-time Installation Fee (Per Dealer): \$ 75.00

This fee covers installation of SelectQu software, set-ups, and Configuration to enable SelectQu to download from the DMS system. Your company is responsible for installing the PC application.

3. Monthly Maintenance

This fee covers any changes to map files (not new transfers) needed to enhance your interface after the installation, new releases of SelectQu, and any problems that you have while using this product.

	Downloading	Uploading & Downloading
Monthly Fee (for 1-500 Dealers).....:	\$ 30.00	\$ 45.00
Monthly Fee (for 501-1000 Dealers).....:	\$ 25.00	\$ 35.00
Monthly Fee (for 1001+ Dealers).....:	\$ 20.00	\$ 25.00

***** Installation fee & first month fee must be paid prior to install. There is a minimum contract of 6 (Six) months for each new dealer.

If this maintenance fee is not kept up to date, any changes will be charged at a rate of \$ 150.00 per hour.

***** In order to cancel the monthly maintenance you must provide written notification to SelectQu prior to the next monthly billing cycle, if you fail to notify SelectQu you will be required to pay for all prior invoices.

Note: SelectQu will not be liable for any damages that occur if a dealership loads a software release that either changes the access, software, or file structure. We will help resolve any problems that occur, but we do not guarantee that we can fix the problem. If a problem does arise, then the dealership must notify us as soon as possible.

The setup / install and maintenance fees are due and payable from your company and not the company you are selling to or using the software with.

Acknowledgement and Acceptance of Terms

From: (please print)

To:

Company name: _____

SelectQu

Address: _____

Pureland Complex

Address: _____

510 Heron Drive, Suite 208

City, St, Zip _____

Swedesboro, NJ 08085

Telephone # _____

Phone: 856.832.2222

Fax Telephone _____

Fax: 856.832.2230

Contact _____

By signing this verification, I acknowledge and accept the terms set forth in this Third Party Agreement and agree to the provisions stated in the agreement. Any exceptions that are outside of this agreement, must be stated in writing and signed by all parties. I further understand that the policies, regulations, procedures, and fees specified in this Agreement are **subject to change** without prior notice.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

After signing this agreement, please return to SelectQu via fax at 856.832.2230