

ADDENDUM TO MASTER SERVICES AGREEMENT

This Addendum is attached to, and made a part of the Master Services Agreement and applicable Schedules to the Master Services Agreement between the undersigned (the “Agreement”), which is amended as follows:

1. Client agrees to use the DTNA Excelerator application(s) (the “Application”) through the Fortellis Automotive Commerce Exchange (“Fortellis”) in accordance with the provisions set forth in this Addendum.
2. Client acknowledges that use of the Application will integrate with Client’s dealer management system and may include running routines and programs not part of Client’s ordinary business routine.
3. Client acknowledges that (a) CDK is not certifying, endorsing or recommending the Application in any way, but rather is providing the access described in this Addendum solely as an accommodation to Client and DTNA; (b) CDK makes no representations, warranties or guarantees with respect to the Application or the access granted by Fortellis (and for the avoidance of doubt, gives no assurances that the Application or DTNA access enabled by the Application will be error or trouble-free or will not create any problems with the CDK System or data); (c) CDK shall have no liability whatsoever for any damages Client may suffer as a result of using the Application or the provision to DTNA of the access provided by the Application; and (d) CDK has no responsibility for (and cannot control) the activities of DTNA with respect to such access (including, without limitation, with respect to the Client data obtained or used by DTNA).
4. Client grants to CDK the right and license to use and/or distribute or otherwise provide to third parties any Client data that is provided by Client to CDK in connection with this service so long as any Client data that is distributed or otherwise provided to third parties is done in statistical, compilation or otherwise anonymized fashion that does not identify Client or any of Client’s customers or prospective customers. Client acknowledges that such statistics, compilations and/or otherwise anonymized forms of such data, analytic models or derivative work products will be the property of CDK.
5. Client agrees that problems created by DTNA access described in this Addendum may not be covered by CDK’s monthly Support Services fees for the CDK System.
6. Client acknowledges and agrees that CDK may transfer information obtained from or derived from Client’s use of the Application to DTNA or its designate(s), which information may include warranty claims. At all times, CDK will comply with its data rights obligations set forth in the Agreement and the Fortellis Terms of Use. Either CDK or Client may terminate the access described herein at any time upon notice to the other party (including, without limitation, if CDK or Client determines that such access may conflict with or adversely affect the operation or security of Client’s CDK System (including, for the avoidance of doubt, the integrity of the data contained therein) or such access may violate, or cause Client or CDK to be in violation of, any applicable laws, regulations or judicial orders or consent decrees).
7. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.
8. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.
9. Except as expressly amended hereby, the Agreement remains in full force and effect. This Addendum supersedes any prior understanding, or agreements, whether written or oral, between the parties pertaining to the matter covered herein.

CDK GLOBAL, LLC

“Client”

By
(authorized signature)
Name
(please print)
Title
(please print)
Date

By
(authorized signature)
Name
(please print)
Title
(please print)
Date