



Service Agreement

Contract Date: \_\_\_/\_\_\_/\_\_\_ Representative: \_\_\_\_\_

Service Information

Service Start Date: \_\_\_/\_\_\_/\_\_\_ Term: \_\_\_\_\_ months Service Termination Date: \_\_\_/\_\_\_/\_\_\_

Customer Information

Customer: \_\_\_\_\_ Contact: \_\_\_\_\_ Position: \_\_\_\_\_

Type of Entity: \_\_\_ sole proprietor; \_\_\_ corporation; \_\_\_ partnership; (Check one) \_\_\_ limited liability company; or \_\_\_ other (designate: \_\_\_\_\_).

Address: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Order Information

Table with 4 columns: Quantity, Service Description, Payment Amount, Payment Term. Multiple empty rows for data entry.

Customer agrees that this Agreement includes the Terms and Conditions on page 2, and agrees to be bound by the same. Customer also agrees that that they have received a copy of this agreement.

F&I Source, LLC. (Licensor)

Customer

By \_\_\_\_\_

By \_\_\_\_\_

Authorized Representative - Printed Name/Title

Authorized Representative - Printed Name/Title

Date \_\_\_/\_\_\_/\_\_\_

Date \_\_\_/\_\_\_/\_\_\_



## Terms and Conditions

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The following terms and conditions are applicable to your use of our services under the domain and sub-domains of fnisource.com (the "Site") and the general principles for the websites of our subsidiaries and international affiliates. If you do not agree to be bound by this Agreement do not sign it and do not use or access our services.

This Agreement is effective upon the agreed upon service start date and signatures of both parties. This website and the accompanying financial calculations are provided by the licensor for general planning purposes only. Customer represents that: Customer has the capacity to be bound by these Terms and Conditions and Customer has the authority to bind any undisclosed party for which Customer is acting on behalf of. Customer is only entitled to access and use this website for lawful purposes only and pursuant to the following terms and conditions. F&I Source retains the right to terminate a customer's access and use of this website for failure to follow and abide by the terms and conditions set forth herein.

### Transfer

You may not transfer your rights to use the licensor's services to any other entity under any circumstances.

### Financial Disclaimer

The accompanying financial and income tax calculations are based on current law and estimated values provided by the customer. Accordingly, (1) actual payments may differ from the estimated payments (2) the actual after tax cost may differ from the estimated after tax cost, and the difference may be substantial. Changes in personal circumstances, lending laws, leasing laws, tax laws, variances in lending laws, leasing laws, tax laws from jurisdiction to jurisdiction, and unforeseeable events may require modifications to the calculations. We, therefore, recommend that the customer's customers seek advice from their professional advisors before taking any action regarding their financial matters. Any reliance by the customer's customers on any information contained herein shall be at their own risk.

### Restrictions on Use

Customer shall not: (1) use the software simultaneously on more than one central processing unit, (2) copy the software or documentation, (3) sublicense, distribute, disclose or transfer the software or the documentation, in whole or in part, to any third party, (4) use the software or documentation outside the United States, (5) use the software, documentation or any portion thereof after any expiration, termination or cancellation of this Agreement or any license granted hereunder, (6) resell, reverse compile, reverse engineer, reverse assemble or otherwise translate the software, in whole or in part, (7) make available the software on any "bulletin boards", on-line services, remote dial-in, or network links of any kind or (8) create any derivative works that are based upon or derived from the software or documentation, in whole or in part.

### Service Fee

Customer agrees to pay to the licensor a monthly fee agreed to in the order information section of this agreement. If any monthly payment is more than (10) days late, the licensor reserves the right to terminate this agreement without notice.

### DISCLAIMER OF LIABILITY

THE LICENSOR SHALL NOT BE HELD LIABLE FOR ANY IMPROPER OR INCORRECT USE OF THE INFORMATION CONTAINED HEREIN AND ASSUMES NO RESPONSIBILITY FOR ANYONE'S USE OF THE INFORMATION. IN NO EVENT SHALL THE LICENSOR OR ITS EMPLOYEES, AGENTS, SHAREHOLDERS, MEMBERS, OFFICERS AND/OR DIRECTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS WEBSITE AND THE INFORMATION CONTAINED HEREIN, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION.

### DISCLAIMER OF WARRANTIES

NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY INFORMATION CONTAINED HEREIN. THE LICENSOR PROVIDES THIS INFORMATION ON AN "AS IS, WHERE IS" BASIS. THE CUSTOMER EXPRESSLY AGREES THAT USE OF THIS WEBSITE IS AT THE CUSTOMER'S SOLE RISK. ALL WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM CONTAMINATION BY COMPUTER VIRUSES AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE DISCLAIMED. THE LICENSOR DOES NOT WARRANT THAT THE WEBSITE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE LICENSOR AND/OR ITS RESPECTIVE PROGRAMS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE TERMS AND CONDITIONS, INFORMATION AND/OR PROGRAMS DESCRIBED HEREIN AT ANY TIME. YOUR CONTINUED ACCESS AND USE OF THIS WEBSITE FOLLOWING THE POSTING OF ANY SUCH CHANGES SHALL AUTOMATICALLY BE DEEMED YOUR ACCEPTANCE OF THE SAME. IF YOU FIND ANY ERRORS OR OMISSIONS, WE ENCOURAGE YOU TO REPORT THEM TO OUR WEBMASTER AT SUPPORT@FNISOURCE.COM.

### Confidentiality

The licensor's services contain proprietary knowledge and trade secrets owed by the licensor. Any use of this service, other than in accordance with this service agreement, may be actionable as a violation of the licensor confidentiality.

### Copyright Notice and Intellectual Property Rights

The licensor shall remain the sole and exclusive owner of all rights, title, and interest in and to all copyrighted information contained herein. This website and contents are protected by copyright, trademark and other intellectual property laws.

### Termination

This service agreement may be terminated or cancelled by the licensor any time in the event customer is in breach of any provision of this Agreement. Customer may terminate/cancel this Agreement by providing the licensor; (1) (60%) of the total remaining contract payment amounts, and (2) (30) days prior written notice.

### Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all written and oral agreements previously existing between the parties with respect to such subject matter.

### Governing Law

This agreement shall be governed by the laws of the State of Wisconsin.