KEYLOOP DENMARK APS

PRODUCT SPECIFICATION

Keyloop eMaster

1. GENERAL DESCRIPTION

1.1 The eMaster system is provided on a Software-as-a-Service (**SaaS**) basis and provides a complete End Customer retention and finance renewal solution for OEM's, OEM Finance Data Providers and dealers. It allows the monitoring and tracking of all End Customers who have a finance agreement in place with the OEM Finance Data Provider to ensure that there is a coordinated re-solicitation process in place to contact the End Customer at exactly the right time.

1.2 Capitalised terms used in this Product Specification but not defined shall have the meaning given to such terms in Keyloop's Standard Terms and Conditions.

2 THE SERVICE

2.1 In providing eMaster, Keyloop will:

2.1.1 make the Service available to End Users in accordance with Keyloop's Standard Terms and Conditions, as authorized by the OEM Finance Data Provider and in accordance with the Quotation;

2.1.2 use reasonable endeavours to make the Service Available during Standard Support Hours at a level of 98.5% or above; and

2.1.3 provide support and maintenance services for eMaster in accordance with the Support and Maintenance Services product specification.

3 CHARGES

3.1 Unless otherwise described in the Quotation, Charges for the Service comprise:

3.1.1 a one-time Charge for the implementation and standard configuration of the Service; and

3.1.2 Periodic Charges for each eMaster license invoiced by Keyloop on a monthly basis.

4 REQUIREMENTS

4.1 Where the Customer is a dealer or OEM, Customer shall only be entitled to use eMaster if there is in force an agreement between Keyloop and an OEM Finance Data Provider for the supply of Customer Data.

4.2 Where the Customer is an OEM Finance Provider, there shall be in force an agreement between the OEM Finance Data Provider and Keyloop governing, amongst other things the supply of Customer Data.

5 CUSTOMER OBLIGATIONS

5.1 Customer shall keep Keyloop updated about any changes which may affect the operation of the Service including any changes to its operating procedures and practices, changes to hardware, networks and other infrastructure which has not been supplied by Keyloop.

6 TERM

6.1 The minimum term applicable for eMaster is 36 months from the Start Date.

6.2 In the event that the OEM Finance Data Provider stops providing Customer Data to Keyloop for use within the Software, Keyloop shall be entitled to terminate the Contract by providing 7 days' written notice of termination of the Contract to the Customer, with any fees paid by the Customer in advance refunded back to the Customer on a pro-rata basis with Keyloop retaining no further liability to the Customer.

7 GLOSSARY

End Customer: a customer of Customer.

OEM Finance Data Provider the company(ies) or entity(ies) that provides the Customer Data for use within the Software, typically an OEM finance company.