

E-STRIKE
Enrollment Authorization Form



Manufacturer Dealer Code: _____

- YES! Please enroll me in the e-Strike program by Epsilon/RMS.** This monthly subscription, rapid turnaround email program includes strong call-to-action messaging with a look and feel that is consistent with your manufacturer. The e-Strike email program is designed with a variety of options to meet your dealership's specific sales and service needs. **To utilize the e-Strike program, Dealer agrees to pay a monthly fee of \$599.00. Completion of all areas is mandatory.**

Dealership Name								
Dealership Address								
City					ST		Zip	
Phone	(_____)	Fax	(_____)					
Dealership Website					Email			
Contact Us or Schedule Appt URL	http://							
Primary Make(s) Sold								
Hours of Operation								
	Sales			Service				
	Open	Close		Open	Close			
M								
T								
W								
TH								
F								
Sat								
Sun								

STEP 1 – PROGRAM PARTICIPATION LEVEL		
<input type="checkbox"/> Unlimited email*	Includes unlimited email with ongoing DMS data extraction, weekly email appends, quarterly change of address (email) updates, list scrubbing, CAN SPAM compliance and result metrics. <ul style="list-style-type: none"> *Some restrictions may apply 	\$599/month

STEP 2 – PROGRAM BILLING				
<input type="checkbox"/> Bill 100% of charges to my Dealership			<input type="checkbox"/> Billing Address is same as above	
Billing Address				
City		ST		Zip
Billing Contact		Title		

STEP 3 – DEALER MANAGEMENT SYSTEM (DMS) ACCESS
Step 3 is not applicable if Dealership has previously provided DMS access to Epsilon/RMS.

I hereby grant permission to EPSILON/RMS and/or its authorized agent to access Sales, Service and Parts History data to store in EPSILON/RMS's computer files. I understand the data will be used for the purpose of email marketing and communications as part of the e-Strike Program. This program is administered by EPSILON/RMS. I understand that EPSILON/RMS and its authorized agents will have access to the data and any resulting data analysis to support EPSILON/RMS's overall automotive service, sales and marketing objectives. I understand that all data will be treated as confidential, and that our dealership-specific data will not be revealed to any parties without the express written consent of our dealership. I agree to provide appropriate computer access codes on condition that the codes only be used to access sales, service and parts history data. The accessing organization understands that the codes are proprietary and must be held in the strictest confidence.

Initials _____

Dealer Management System (DMS): _____

Login: _____	Modem Phone:(primary) (_____) _____
Password: _____	Modem Phone:(secondary) (_____) _____
Technical Contact Person: _____	Contact Person: _____
Technical Contact Phone: (_____) _____	Contact Phone: (_____) _____
Technical Contact Email: _____	Contact Email: _____

When setting up login, please make sure that the user has access to all appropriate parts of your DMS in which you will participate (e.g. sales, service, parts). Epsilon/RMS will pull a minimum of 24 months of data from dealership, if available.

1. How long has dealership been using computer system for generating & storing customers' service history?	Starting: Month ____ Year ____
2. Does dealership archive data?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what months are currently on system? _____
3. Is there more than one dealership (Sister Stores) using this computer system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what procedure must be followed to differentiate this dealership(s) from others on the system? _____	

Provide Sister Store dealership name(s) below:

1. _____	2. _____	3. _____
4. _____	5. _____	6. _____

ADDITIONAL INFORMATION (Please answer all questions pertaining to your DMS)

1. ADP – If you have an ADP System, please complete the following:

Please grant access to ENG (English Statement Processor) as well as Service Access and/or F&I in order for us to access your system.

F& I Access	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Service Access	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ENG Access	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Service Account Name: _____

***Note:** ADP Alliance and Advantage (ATS) Computer Systems is NOT the same as ADP Elite and should be indicated in "4. Other Computer System" category below. For Alliance systems, separate addendum is required.

2. R&R ERA – If you have a Reynolds & Reynolds ERA System, please complete the following:

Please grant access to Screen 6910 as well as Service Access and/or F&I in order for us to access your system.

F& I Access	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Service Access	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Screen 6910 Access	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Service Branch Account: _____

3. UCS – If you have a UCS, please complete the following:

Account information must be noted for both the History data and daily data accounts.

History data account # _____	Daily data account # _____
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SIN Tape run:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
DMS provider needs to be made aware of dealer's intention to utilize program services. Additional credentials/set up information may be needed by data acquisition services in order for program to be administered.		
4. Other – If you have another type of system, please complete the following:		
System Name:		
Internet connection:	<input type="checkbox"/> High speed (such as DSL or cable modem)	<input type="checkbox"/> Dial up via modem
<i>Please grant access to F&I in order for us to access your data.</i>	F&I Access:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:		
DMS provider needs to be made aware of dealer's intention to utilize program services. Additional credentials/set up information may be needed by data acquisition services in order for program to be administered.		

STEP 4 – PROGRAM ACTIVATION TIMING	
<input type="checkbox"/> OPTION 1	Activate my e-Strike program as soon as possible. I understand that I have the ability to upload a customer list with emails directly to the e-Strike application and to begin sending email campaigns once my e-Strike account is active. My account may activate prior to the initial download of DMS data and prior to the return of the initial email append. Billing will begin the same day my account is activated. The first month's billing will be prorated to reflect the number of active business days on the e-Strike program.
<input type="checkbox"/> OPTION 2	Activate my e-Strike program after the initial download of DMS data is complete. I understand that I have the ability to upload a customer list with emails directly to the e-Strike application and to begin sending email campaigns using my existing emails in my DMS data once my e-Strike account is active. My account may activate prior to the return of the initial email append. Billing will begin the same day my account is activated. The first month's billing will be prorated to reflect the number of active business days on the e-Strike program.
<input type="checkbox"/> OPTION 3	Activate my e-Strike program after the initial download of DMS data is complete AND the initial email append is returned. I understand that this process takes approx. 30 – 45 days to complete (7 – 14 days for the initial data download, and 21 days for the initial email append.) Billing will begin the same day my account is activated. The first month's billing will be prorated to reflect the number of active business days on the e-Strike program.

STEP 5 – AUTHORIZATION
I am authorizing EPSILON/RMS to charge for selections as indicated on this form and for any applicable sales and/or use taxes to our dealership on a monthly basis. In the event an increase in the cost of the program materials is necessary, I will be given 60 days notice of such increase and will have the option of accepting the increase or cancelling the authorization. I understand that a number of federal, state, and local laws and regulations affect my advertising and marketing programs. I UNDERSTAND THAT I AM RESPONSIBLE FOR THE OFFERS I CREATE AND PRESENT TO CONSUMERS; SPECIFICALLY THAT THE MATERIALS AND OFFERS COMPLY WITH ALL APPLICABLE LAWS, STATUTES, AND REGULATIONS. I understand that in providing information and suggesting advertising and mailing material, neither my OEM nor EPSILON/RMS undertakes a review of these materials for compliance with any laws and regulations. I HAVE BEEN ADVISED TO CONSULT WITH MY ATTORNEY BEFORE SUBMITTING ANY SELECTIONS OR RUNNING ANY ADVERTISING. I understand that this authorization will be in effect from this date for all of my selected promotions AND SHALL CONTINUE IN FULL FORCE until this order is terminated by an authorized representative of this dealership with written notice. I am

solely responsible for the content and operation of my dealership's website, if applicable, and the manner in which I use the licensed data.

OUTAGE POLICY: I acknowledge and understand that Epsilon RMS does not warrant that the services will be uninterrupted or error free and that Epsilon RMS may occasionally experience "Hard Outages" due to internet disruptions that are not within its control. Any such Hard Outages shall not be considered a breach of this agreement.

I understand Epsilon/RMS requires the use of data that exists in my dealer management system (DMS) to perform the Plus-up program services selected herein. Therefore, I authorize Epsilon/RMS to access data in my DMS under the terms of the GM Dealer Participation Agreement - Dealer Data Sharing Services ("Participation Agreement") for use in connection with selected Plus-up programs and for any other purpose I may agree to in writing. I agree to take all necessary action required to provide such access. Epsilon/RMS agrees to use my data solely to provide program services or other services authorized in writing by me. Epsilon/RMS further agrees to adhere to all the terms and conditions imposed upon GM in the Participation Agreement between my dealership and General Motors Corporation with respect to the confidentiality and security of my data.

SERVICES: Epsilon/RMS has third party vendors ("Vendor") that provide various email append services (the "Services") whereby Vendor may append elements email addresses (the "Licensed Data") to the Data (as defined herein) and I desire that Vendor provide me with the Services on the terms and conditions described herein. Epsilon/RMS, will facilitate the provision of the Services by enabling the exchange of data between Vendor and me and invoicing me for Services performed. I hereby grant to Vendor a limited license to use such of my marks, including but not limited to trademarks and service marks (the "Marks"), and the Data as is necessary to perform the Services.

LICENSED DATA; LIMITED LICENSE: I acknowledge that the Licensed Data is owned by Vendor or the data owners who provided the Licensed Data to Vendor, and that I have no proprietary rights in the Licensed Data other than those expressly granted hereunder. Vendor grants me a non-transferable and non-exclusive limited license to use and access the Licensed Data in compliance with applicable laws and the Agreement, solely for the purpose of marketing my own business to recipients and for no other purpose. Vendor hereby grants me a perpetual, royalty-free license to use the Licensed Data solely for the purpose of marketing to an individual with whom I have a current business relationship.

DEALER REPRESENTATIONS AND WARRANTIES: I hereby represent and warrant to Vendor that (i) the dealership data (the "Data") has been compiled in compliance with all privacy, data protection, credit and any other laws, statutes and government regulations applicable to such use of the Data, including but not limited to CAN-SPAM and the use of an opt-out provision; (ii) all individual records within the Data represent individuals with whom I have an existing business relationship prior to delivery of the Data to Vendor and who have not opted-out of receiving email communications from me; (iii) I have the right to provide the Data (via Epsilon/RMS) to Vendor for use in connection with the Services; and (iv) I will not send inaccurate information through the Services, or attempt to hide my identity or represent the dealership as a different entity.

COMPLIANCE: My use of the Licensed Data provided hereunder is expressly conditioned on my compliance with: (i) all applicable federal, state, foreign and local statutes and regulations including laws and regulations regarding telemarketing/email/fax marketing, customer solicitation, and privacy including, without limitation, the CAN-SPAM of 2003, the Utah Child Protection Registry Law, and the Michigan Children's Protection Registry Act (collectively, "Laws"); (ii) the Direct Marketing Association's Ethical Guidelines; and (iii) the terms of this Agreement. Vendor reserves the right to terminate this Agreement immediately without further notice if Vendor has reason to believe I am not complying with this express condition. Vendor has a process to randomly monitor the use of the data it licenses for marketing use which may, without obligation, include monitoring that a client's use of the Licensed Data is compliant with this Agreement.

INDEMNIFICATION: I shall indemnify, defend, and hold harmless Vendor and its respective representatives, successors and permitted assigns from and against any and all claims by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding ("Damages"), to the extent such Damages arise out of or relate to the following: (i) any claims related to my use of the Services in violation of the terms of this Agreement or applicable Laws; (ii) a breach of my representations or warranties hereunder; or (iii) any claims that Vendor has violated or infringed the intellectual property rights of any third party in the use of the Data delivered to Vendor under the Agreement or the use of any Data as permitted by the Agreement.

WARRANTIES AND LIMITATION OF LIABILITY: The Services and Licensed Data are provided on an "AS IS" basis without warranty. Vendor hereby expressly disclaims any and all warranties of any nature, express, implied or otherwise, including but not limited to any implied warranties of merchantability, suitability, quality, non-infringement or fitness for a particular purpose of results to be derived from the use of the Services and Licensed Data provided under the Agreement. Neither Vendor or its suppliers shall be liable to me or to any third party for any direct, indirect, incidental special, exemplary, consequential or punitive damages or "Costs of Cover" (including without limitation costs of procuring substitute services) which arise out of the purchase, sale and/or use of the Services, including without limitation, any of such Damages arising out of or in connection with mistakes, omissions, interruptions,

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delays, errors, defects, loss of Data, loss of profits, loss of business or anticipatory profits, whether such Damages are asserted in an action brought in contract, in tort or pursuant to some other theory and whether the possibilities of such Damages was made known or foreseeable.

I understand that this authorization will be in effect from this date for all of our vehicle franchises AND SHALL CONTINUE IN FULL FORCE until this order is terminated by an authorized representative of this dealership upon 30 days written notice, once the initial 90 day term is fulfilled. EPSILON/RMS reserves the right to amend the use, terms and conditions of this agreement.

Date: _____

General Manager or Service Director/Manager

Authorized EPSILON/RMS Representative Signature

Printed Name & Title

Printed Name & Title