

Proactive Dealer Solutions – FORTELLIS CDK APIs

ADDENDUM

This Addendum, made as of the ____ day of _____, 20__ by and between CDK Global, LLC with a principal office at 1950 Hassell Rd., Hoffman Estates, IL 60169 and the undersigned client of CDK (“Client”) contains modifications to the Master Services Agreement most recently executed by CDK and Client (the “Agreement”).

NOTICE TO DEALERSHIP: THIS ADDENDUM RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER-RELATED DATA.

Background

1. Proactive Dealer Solutions (“Developer”) licenses to Client a certain proprietary software application program known as CallerCX (the “Solution”).
2. CDK has developed a CDK Interface System (as such program may be modified by CDK from time to time, the “Program”) that allows certain third party software vendors to receive from CDK certain data from Client’s CDK dealer management system (the “CDK System”) for use with the Application.
3. Developer wishes to use the Program to receive such data from the CDK System.

Agreement

In consideration of the foregoing, CDK and Client agree as follows:

1. Client hereby provides its express consent to CDK providing Developer, through the Program, with access to the following data types on Client’s CDK System: Such data types include, without limitation, the following data elements: [ELead Product Reference API](#); [ELead Sales Opportunities V2 API](#); [ELead Sales Customers API](#); [ELead Sales Activities API](#) (Note: To the extent that Client wishes to limit the data which Developer may access and use, or to limit the uses which Developer may make of such data, Client must do so through its contractual agreement with Developer).
2. Client acknowledges that (a) CDK is not certifying, endorsing or recommending the Solution in any way, but rather is providing the access described in this Addendum solely as an accommodation to Client and Developer; (b) CDK makes no representations, warranties or guarantees with respect to the Solution or the access granted by the Program (and for the avoidance of doubt, gives no assurances that the Solution or the Developer access enabled by the Program 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 the Developer of the access provided by the Program and (d) CDK has no responsibility for (and cannot control) the activities of Developer with respect to such access (including, without limitation, with respect to the Client data obtained or used by Developer).
3. Client more generally 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.
4. Client agrees that problems created by the Developer access described in this Addendum may not be covered by CDK’s monthly Support Services fees for the CDK System.

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5. Either CDK or Client may terminate the Developer 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).
6. 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.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

Developer Name – Proactive Dealer Solutions
Third Party US CMF #: 76223393
Catalog Name and Description: 4900140

Third Party CA CMF #:
Frtls-ProactiveDlrSol-CallerCX-EleadAPIs

“Client”

Client Name: _____

By _____
(authorized signature)

Name _____
(please print)

Title _____
An authorized officer of the entity listed above and each entity listed on Exhibit hereto

Email Address: _____

Phone: _____

Client CMF#: _____

Physical Address: _____

City: _____

State/Province: _____

Zip Code: _____

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EXHIBIT A TO ADDENDUM

Dealership Name	Physical Address	City	State	CMF#

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