

RETAILER INFORMATION

Retailer No. _____ Retailer Name: _____

Street: _____ City: _____ State: _____ Zip: _____

PRIMARY SERVICE DEPARTMENT CONTACT INFORMATION

Name: _____ Title: _____ Email: _____ Phone#: _____

SERVICE CONNECT PROGRAM COMPONENTS

The Service Connect platform includes Retailer dashboards with detailed reporting and is fully integrated with the Subaru Care Connect Marketing Platform. Enrollment in Subaru Service Connect allows Retailer participation in the online appointment setting and capacity management tool designed to maximize daily appointments, streamline scheduling, and maximize technician and repair shop efficiency.

After enrollment on any Service Connect tool, you can expect an Installation Representative to contact you for setup. Once all settings are entered, you will receive onsite training for your Service Department. Your CCAM will perform the onsite training for Schedule Connect and Two-Way Messaging. For Lane Pro and Smart Check, Trainers will perform the onsite training.

Schedule Connect

An in-house and online scheduling tool with built-in shop loading and capacity management.

Two-Way Messaging

A text, email, and internal chat tool.

Lane Pro

A mobile walk-around and service lane management tool.

Smart Check

A digital multi-point inspection tool. Includes Two-Way Messaging

Tech Video

Smart Check add-on to record up to 7 minutes of continuous, high-resolution, cloud-streamed video for instant playback. Standalone version available, which includes Two-Way Messaging.

Transport, 30-day free trial

Powering Subaru Service Pick-Up & Delivery. First-class transportation offers more convenience for your customers.

RO Tracker

Maintain consistent communications with customers at key points in the service process.

CDK RO Create

CDK integration add-on to create ROs directly from Lane Pro.

CDK Job Line Write Back

Writes job line added in Smart Check back to the CDK RO.

CDK Parts Integration

Gets parts pricing and inventory directly from CDK for Smart Check.

Reynolds & Reynolds (RCI) RO Create

Integration add-on that creates ROs directly from Lane Pro.

Reynolds & Reynolds (RCI) Parts Integration

Gets parts pricing and inventory directly from Reynolds for Smart Check.

FEES*

Products:

Schedule Connect Monthly Fee: **\$595**
 Lane Pro Monthly Fee: **\$395**
 Smart Check Monthly Fee
 (Includes Two-Way Messaging): **\$1,390**

Subtotal: **\$2,380**
Full Service Connect Suite Discount: **-\$195**
Full Service Connect Bundle Price: **\$2,185**

Add-ons:

Tech Video (w/Smart Check) **\$199***
 Tech Video (Standalone / Includes Two-Way Messaging) **\$790**
 RO Tracker **\$199****
 Transport with 30-day free trial **\$259**
 Two-Way Messaging **\$195**

CDK Add-ons:

CDK RO Create Monthly Fee **\$300**
 CDK MPI Job Line Write Back **\$295**
 CDK RO Create AND CDK Job Line Write Back Monthly Fee **\$495**
 CDK Parts Monthly Fee **\$149**

Reynolds & Reynolds Add-Ons:***

RCI RO Create Monthly Fee **\$95**
 RCI Parts Integration Monthly Fee **\$95**
 RCI RO Create AND Parts Integration Monthly Fee **\$150**

*If enrolled in Smart Check and Two-Way Messaging.
 **Included at no charge with Smart Check or Tech Video Standalone.
 ***Fees listed are software fees. Additional fees for DMS integration and transactions apply.

Grand Total _____

DATA SERVICE ACCESS AND GUIDELINES

Retailer understands and acknowledges notifications vary by DMS type. Automated reminders and notifications sent via pre-recorded call, SMS or email are unlimited in volume. On-demand email communications are unlimited in volume. The use of prerecorded calls or SMS for telemarketing purposes is prohibited by state and federal laws, as applicable, and any on-demand promotion requested using these mediums will be subject to Federal Trade Commission TSR pre-recorded calling law regulations and state-level regulatory compliances.

Retailer agrees that the Agreement between SOA and Retailer constitutes a service provider agreement and is subject to section 313.13 of the regulations implementing the Gramm-Leach-Bliley Act, 15 U.S.C. 6801. Retailer also understands by enrollment in the Care Connect program they are authorizing SOA, its third-party DMS data provider (currently, Superior Integrated Solutions) and Care Connect software service provider (Affinitiv, Inc.) to access your system for Care Connect marketing platform of services. SOA and its authorized affiliates further agree that it (they) will, to the extent required by federal law, maintain the confidentiality of and appropriately safeguard all “non-public personal information” as that term is defined in the federal Gramm-Leach-Bliley Act and the Federal Trade Commission’s implementing regulations.

TERMS AND CONDITIONS

This Agreement is between Subaru of America, Inc. (“SOA”) and the aforementioned Retailer (“Retailer”).

- SERVICES.** Retailer hereby elects to participate in the Subaru Care Connect Marketing Platform (“Program”) under the terms and conditions as indicated in this Agreement. Under this Program, Affinitiv, Inc. (“Provider”), on behalf of SOA and Retailer and as regulated by both state and federal advertising statutory regulations, will generate triggered and on-demand communications and advertisements to recover lost Subaru vehicle owners and activate SOA customers in further participation with both Retailer and SOA offers. Retailer will be provided connection access to the Program maintained by Provider. This Program may use communication through voice, public electronic mail (email), Telnet, FTP (File Transfer Protocol) and/or other existing or in-development services or replacements thereof to which Retailer is or may be connected and as mutually agreed by Retailer and SOA. The Program automatically provides the Retailer an online access to Program performance reporting on behalf of SOA. SOA will provide to Retailer the Program as represented in this Agreement commencing on the date the Retailer is activated by Provider and will continue for the Term represented in this Agreement. Retailer is subject to the Fees as represented in this Agreement, and additional services will be subject to additional fees and/or any applicable sales tax.
- CONNECTION & ACTIVATION.** Retailer is responsible for all physical connections and any related onsite costs to access Program. Provider may, at its sole option and SOA-agreed fees, assist Retailer in setting up Retailer’s equipment and software. Retailer agrees to provide the information requested by SOA necessary for Retailer’s participation in the Program. Retailer authorizes SOA and Provider “in-dealership system” access to extract the necessary data to support Program. If Provider is unable to obtain the required “in-dealership system” access from the Retailer, Retailer agrees to provide such information as required through a medium acceptable to Provider in order to enable the Program. Retailer shall activate the service by agreeing to the posted End User License Agreement for activation on the Program website.
- RESTRICTIONS & CUSTOMER TRANSACTIONS.** Retailer’s correspondence or business dealings with customers found on or through the Program, including payment and delivery of related goods or services and any other terms, conditions, warranties or representations associated with such dealings by Retailer, are solely between Retailer and such customers. Retailer agrees that SOA (and its authorized affiliates) shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such customers on the Program. Retailer shall cause all communications initiated to Retailer’s customers through the Program to comply with all applicable laws and regulations, including without limitation those promulgated by the U.S. Federal Trade Commission and the U.S. Federal Communications Commission in connection with telemarketing and the prevention of unwanted phone calls or mobile device messaging. Retailer shall be solely responsible for ensuring that Retailer’s customers are adults who are competent to engage in commercial transactions with Retailer.
- TERM, RENEWALS & CANCELLATION.** This Agreement shall remain in effect on a month-to-month basis and be automatically renewed for another equal term unless canceled by either party by written notification to the other party, which notice can be given at any time at least 30 (thirty) days prior to the termination date stated therein. Retailer agrees that SOA may immediately cancel this agreement at any time for unsatisfactory credit, delinquency in payment of any fees or charges or for noncompliance with restrictions herein. Because Program provided to Retailer may be in part or in total subject to local, state, federal or international regulations, SOA reserves the right to suspend or terminate the service immediately, without notification, and/or apply such regulations when in effect. SOA reserves the right to cancel or amend the Program at any time with 30 (thirty) days prior written notice to the Retailer.
- FEES & PAYMENT.** Retailer agrees to pay and hereby authorizes SOA to invoice the specified fees to Retailer’s Subaru monthly statement, as selected by the Retailer on this Agreement, on or before due date, either monthly or as agreed between SOA and Retailer and as can be found on the Program site at SubaruCareConnect.com, including but not limited to: (A) Program Monthly Fees; (B) Print Mail Fees; (C) Email Append Fees; and (D) Optional Product Fees (as made available by SOA as part of the Program). SOA reserves the right to change its fees at any time upon 30-day notice to Retailer. Retailer agrees to pay all taxes applicable to this service. If Retailer fails to pay the billed amount within three (3) days of due date, in addition to any other remedy, SOA may disconnect the service.
- INDEMNIFY.** Retailer assumes full responsibility concerning the use of any messages, whether written, graphic, sound or any other form, used in any transmission. Retailer agrees to release, indemnify and hold SOA (and its authorized affiliates) harmless from any claims, loss, damage or liability arising from the use of services of the Program purchased under this Agreement. Retailer agrees to pay for all attorney fees, court costs and other costs that may arise from Retailer’s activities using this Program and in connection with this indemnity. Retailer acknowledges and agrees that SOA exercises no control whatsoever of any content or transmission through the Internet or any other data-transfer means and agrees and discharges SOA (and its authorized affiliates) from any claims of injury or liability resulting from accessing any communication environments and/or arising from this Program.
- RISK.** Use of this Program and any information transmitted or obtained from or through this Program is at the Retailer’s risk. SOA (and its authorized affiliates) is not responsible for content, accuracy, quality and actions otherwise taken in response to the information usage through its Program.
- NO WARRANTIES.** SOA makes no representation or warranty of any kind, expressed or implied, for its Program. SOA (and its authorized affiliates) assumes no responsibility for use of any network connection resulting in any damage or loss or expense suffered by Retailer or its clients, customers, patients, associates or employees, including but not limited to: loss of data, delays, non-deliveries, missed deliveries, interpretation of messages or service interruption caused by SOA or Retailer error, omission or negligence. The parties agree that any liability for any reason derived from this service may not exceed one month’s subscription fee at the service level in effect at the time of the claim.
- NOTICES.** All SOA notices shall be considered delivered when posted on Subarunet, sent to either party via email, transmitted by fax, sent by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service.
- APPLICABLE LAW.** The laws of the State of New Jersey shall govern this Agreement, without regard to New Jersey’s conflicts of law principles. The parties agree that each of them hereby submits to the jurisdiction of the New Jersey state and federal courts for the purposes of resolving any dispute arising under or in connection with this Agreement and that the exclusive venue for resolution of such disputes shall be the state or federal courts located in the County of Camden, New Jersey.
- ENTIRE AGREEMENT.** This Agreement contains the entire Program Service Agreement between SOA (and its authorized affiliates) and Retailer, and there are no other promises or conditions in any other agreement, whether oral or written, except (A) the End User License Agreement (EULA) as posted on <http://SubaruCareConnect.com/DMS/App/EULA.aspx?Show=true>, which becomes effective with the start of access to the SOA Program and End User agrees to in its entirety, and shall prevail upon the terms herein when in conflict with the EULA, unless otherwise amended to and agreed upon in writing by both parties; and (B) the SOA Dealership’s Dealer Data Access Agreement. SOA reserves the right to amend the terms of this Agreement from time to time at its discretion. Any amendments made by SOA shall be posted on Subarunet at least 30 days in advance of their effective date. Retailer agrees that its continued participation in the Program shall constitute its acceptance of the amended terms.
- SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- CAUSES BEYOND CONTROL.** Neither SOA nor its agents or authorized affiliates will be in breach of this agreement when for causes beyond its control SOA is unable to perform, in whole or in part, any of its obligations under this agreement. Such causes shall include but not be limited to labor disputes; government regulations or controls; fire, flood, or other casualty; inability to maintain its services; technical failure; economic conditions; acts of God; insurrection or any other cause not within reasonable control of SOA.
- INDEPENDENT DISTRIBUTORS.** If this Agreement is offered to Retailer through Subaru Distributors Corp. (SDC) or Subaru of New England, Inc. (SNE), SOA’s exclusive independent regional distributors, then, and in such event, all references to SOA in the Terms and Conditions portion of this Agreement shall also include SDC or SNE, as the case may be.

RETAILER AUTHORIZATION

Retailer acknowledges he/she has read, understands and agrees to the Terms and Conditions as presented in this Agreement including disclaimers, restrictions, risks and indemnities. Retailer certifies that he/she is fully authorized to subscribe to this Agreement, and agrees to the service terms as defined in the End User License Agreement (“EULA”) at <http://SubaruCareConnect.com/DMS/App/EULA.aspx?Show=true> as conditions to the use of marketing platform by clicking the “I AGREE” button on the Care Connect website to begin the Care Connect service. EXECUTION. Retailer represents and warrants that the individual executing this Agreement is authorized to do so on Retailer’s behalf. Further, in addition to the Terms and Conditions presented in this Agreement, the terms and conditions provided at <https://www.affinitiv.com/subaruconnect-terms2023v2/> shall also apply to Retailer’s use of any Subaru Care Connect Program offerings and are incorporated herein by reference, and in the event of conflicting terms therein the terms stated herein shall govern.

Printed Name _____ **Signature** _____ **Date** ____/____/____

Please return this signed document, along with your Subaru Data Access Agreement, to Subaru of America Operations Headquarters, 1 Subaru Drive, Camden NJ 08103. Contact Care Connect Support at 877-273-3783 for additional information.