

GENERAL MOTORS FLEET
PARTS AND SERVICE
CONSOLIDATED BILLING PROGRAMS



GENUINE
PARTS

ACDelco

Pricing for contract # 101520 offers Sourcewell participating agencies “not to exceed” part pricing on GM OE and ACDelco parts which represents a significant discount from MSRP.

GM Mega Fleet Program



Discount on GM Original Equipment Parts and Consolidated Billing GM Mega Fleet is Now Available Through Sourcewell - Contract Number 101520-GNL

The GM Mega Fleet is a Consolidated Billing Program... *Plus* features to help control your vehicle maintenance costs and streamline your administrative paperwork - Through a national network of participating GM Dealers.

Program Features and Benefits –

- "Not to Exceed" parts price for GM Original Equipment and ACDelco parts.
- "No Fees" – No enrollment, monthly maintenance or use fees. Reports are also no-fee!
- Purchase Order enforcement (if desired), checks that each PO submitted on the invoice meets your format requirements.
- Invoice can be segregated based on your needs (by Departments, Operating Units, Regions, etc.).
- Discount applies to parts purchased Over the Counter and parts installed by the dealer performing a service repair.
- All makes and model vehicles can be enrolled and serviced at GM FleetTrac Dealers using quality **ACDelco** parts.
- View Month-To-Date spending before your consolidated invoice is sent.
- Every monthly statement and individual invoice are available online 24/7.
- Robust and fully customizable reporting to analyze your purchases is provided at no cost (samples below).
- Three levels of invoice details available: 1) Account Summary 2) Detailed Invoice Statement 3) Invoice Likeness (samples below).

1. ACCOUNT SUMMARY INVOICE (SAMPLE)

AGING SUMMARY						
Customer Internal Ref. No	Customer Number	Unpaid from 09/13/2011	Unpaid from 09/12/2011	Unpaid Prior to 09/12/2011	Unapplied Credit Total*	Total (USD)
918713	1291	\$2,060.35	\$0.00	\$93,337.58	\$0.00	\$95,397.93
Total:		\$2,060.35	\$0.00	\$93,337.58	\$0.00	\$95,397.93

CURRENT ACTIVITY SUMMARY						
Customer Internal Ref. No	Customer Number	Submitted Invoice Total	Price Adjustment (Total Value)	Late Fees	Other Fees & Credits	Total (USD)
918713	1291	\$202.52	\$0.00	\$0.00	\$0.00	\$202.52
Current Activity Total:		\$202.52	\$0.00	\$0.00	\$0.00	\$202.52

ACCOUNT SUMMARY		
Previous Balance		\$95,397.93
Current Activity		\$202.52
Payments		\$0.00
Adjustments		\$0.00
	Subtotal - Account Balance:	\$95,600.45
Pending Payments		-\$95,397.93
Disputed Balance		\$0.00
	Total Due:	\$202.52

2. DETAILED INVOICE STATEMENT (SAMPLE)

DETAIL STATEMENT ORDERED BY INVOICE DATE												
Invoice Number	Invoice Date	PO Number	VIN	Card (Last 4 Digits)	Dealer Name	GM Parts Total	Non GM Parts Total	Labor/Other Total	Tax	Submitted Total	Price Adjustment (Total Value)	Billed Total (USD)
100291	10/25/2011	2011-0001 444	3GNFK163 38F447769	0015	Indiana Dealer	\$24.50	\$169.76	\$194.37	\$23.32	\$411.95	\$0.00	\$411.95
353989	10/25/2011	2011-1827	1GNFH154 447102595	0015	Indiana Dealer	\$40.45	\$0.00	\$280.39	\$27.91	\$348.75	\$0.00	\$348.75
546539	10/25/2011	2011-5452	1GNFK163 45A244964	0015	Missouri Dealer	\$451.91	\$0.00	\$150.15	\$32.20	\$634.26	\$0.00	\$634.26
910635	10/25/2011	2011-0001 399	1GNFK163 45A274564	0015	Missouri Dealer	\$311.30	\$168.00	\$690.96	\$28.76	\$1,199.02	\$0.00	\$1,199.02
Total:						\$828.16	\$337.76	\$1,315.87	\$112.19	\$2,593.98	\$0.00	\$2,593.98

3. INVOICE LIKENESS (SAMPLE)



SOLD BY
 Dealer ABC
 4205 Main St.
 Richfield, OH 44286
 United States
 Dealer Number: 1701
 Dealer GMBAC: 211401
 Tel: (330)555-0401

Invoice

SOLD TO
 Fleet Parent Location
 3925 Highlander Ave.
 Cleveland, OH 44110
 United States
 Customer Number: 1701

RO/Invoice Number	353989
Invoice Date	10/25/2011
Approval Code	475787
P.O. Number	2011-1827
Unit Number	UNIT555
VIN	1GNFH154447102595
Odometer	15743

Quantity	Labor Code/Part#	Description	Unit Price	Final Amount
1.3	N0440	Headlamp Bulb Replacement		\$110.44
1	19257054	BULB	\$14.20	\$14.20
1	12101897	CONNECTOR	\$26.25	\$26.25
1	M5090	DETAIL CAR (WAX & BUFF)		\$189.98
1		Sales Tax	\$27.91	\$27.91

Summary of Charges	
GM Parts	\$40.45
Non GM Parts	\$0.00
Labor/Other	\$280.39
Freight	\$0.00
Tax	\$27.91
Price Adjustment	\$0.00
Program Fee	\$0.00
Final Amount	\$348.75

DATA ELEMENTS AVAILABLE FOR YOUR REPORTS

- Dealer Name, address, city, state, zip code
- Dealer Phone Number
- Invoice Number
- Invoice Date
- Part Number/Name
- Purchase Order Number
- Unit or Asset Number
- Vehicle Identification Number
- Vehicle Mileage
- Labor Description/Labor Code

REPORT SAMPLES - Actual reports are made from the data elements you specify to meet your needs.

Invoice Level Report – High level report that shows invoice totals.

Due Date	Invoice Number	PO Number	Dealer Name	VIN	Odometer	Submitted Total
2/23/2012	115543C	212-485	Dealer ABC	1GVIN16317J274190	349935	606.19
4/1/2012	730610	212-968	RB GMC	1GVIN16317J274190	352329	2205.24
4/4/2012	800565	212-787	JB CHEVROLET	1GVIN16317J274190	352518	84.34

Invoice Detail Report – Detailed report that provides specifics details from invoice details.

Dealer Name	Invoice Number	Trans Date	PO Number	Item SKU	Item Type	Item Description	Dealer Submitted Detail Total	Odometer	VIN
M&L CHEVROLET	871005	3/20/2012	212-913	B5022	Labor	Strap and/or Bracket, Swing Out Door Check-Front	29.85	137528	1GVIN154791100847
M&L CHEVROLET	871005	3/20/2012	212-913	1570877	Part	Strap	70.96	137528	1GVIN154791100847
M&L CHEVROLET	871005	3/20/2012	212-913	M0098	Labor	Maintenance Service-Lube Oil and Filter	6.89	137528	1GVIN154791100847
M&L CHEVROLET	871005	3/20/2012	212-913	89017524	Part	Filter	6.95	137528	1GVIN154791100847
M&L CHEVROLET	871005	3/20/2012	212-913		Sales Tax		11.55	137528	1GVIN154791100847

To learn more about Sourcewell Cooperative Purchasing – visit <https://www.sourcewell-mn.gov>

For more information contact GM Consolidated Billing Program headquarters at (866) 463-5338 or a GM Market Area Fleet Manager.

Market Area Fleet Manager	Region	State Coverage	Email	Phone
Kirk Harvey	West	S. CA, AZ, CO, NM	kirk.harvey@gm.com	805-657-5696
Joe Ybarra	West	WA, OR, ID, WY, AK, MT, UT, NV, N. CA, HI, Guam	joseph.d.ybarra@gm.com	925-586-1923
Mark Menou	South Central	LA, MS, AR, W. TN, E. & S. TX	mark.menou@gm.com	225-394-0246
Debbie Turner	South Central	N. TX, OK, KS, MO, NE, West IL	debbie.turner@gm.com	817-876-5826
Don Findlay	Southeast	FL, GA, Caribbean	don.findlay@gm.com	407-595-2098
Don Findlay	Southeast	S. IN, KY, E./Mid TN, AL, FL Panhandle, N. GA, Mid/S. VA & WV, NC, SC	don.findlay@gm.com	407-595-2099
Rodger Cornish	Northeast	DE, PA, MD, Washington DC, S. NJ, W. NY, N. VA	rodger.cornish@gm.com	914-582-5469
Tom McMahan	Northeast	ME, NH, VT, MA, RI, CT, metro NY, NJ	thomas.mcmahan@gm.com	914-267-6996
Chris Austin	North Central	IL, WI, MN, ND, SD, IA	christopher.austin@gm.com	630-740-0833
Bill Shalawyo	North Central	OH, IN, MI	william.l.shalawyo@gm.com	253-254-2774

GM Mega Fleet Program Fleet User Instructions

The GM Mega Fleet Program is a General Motors program providing enrolled fleets with a parts discount on all General Motors Original Equipment and ACDelco parts and a consolidated monthly invoice when purchased through a participating GM Dealership.

Using the program is easy. Following these steps will ensure Sourcewell members, receive the maximum program discounts and correct consolidated invoicing.

To Purchase a Part:

- Go to an enrolled GM Mega Fleet Program dealer.
- Advise parts counterman to use the GM Mega Fleet Program to invoice your account.
- Provide the counterman with your GM Mega Fleet Program membership number.
 - Dealer can look this up in program at “GMFleetConsolidatedBilling.Com”.
 - Each purchasing location of your fleet has a unique program Membership Number.
- Provide the Counterman with your Purchase Order number.
- Dealer will supply part.

To Obtain Vehicle Service:

- Go to an enrolled GM Mega Fleet Program dealer.
- Advise Service Advisor to use the GM Mega Fleet Program to invoice your account.
- Provide the Service Advisor with your GM Mega Fleet Program membership number.
 - Dealer can look this up in program at “GMFleetConsolidatedBilling.Com”.
 - Each purchasing location has a unique program Membership Number.
- Or the Service Advisor can enter the vehicle VIN, which will provide the Service Advisor with the membership number.
- Provide the Service Advisor with your Purchase Order number.
- Dealer will complete vehicle service.

For Help or Questions:

If you encounter an issue at the Dealer when using the program, or if the Dealer has program questions, please call the **Support Hot-Line at (866) 463-5338 (866 GM-FLEET)**.

Thank you for being a GM Mega Fleet Program member.

GM Mega Fleet Program Headquarters.

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(PLEASE PRINT OR TYPE)

CUSTOMER INFORMATION *required*	
Approved Program Type: <input checked="" type="checkbox"/> GM : Mega Fleet	
Company Legal Name: As displayed on income tax return	
DBA:	
Legal Physical Address (no P.O boxes):	
City:	State:
Zip Code:	
Country: <input checked="" type="checkbox"/> United States	Preferred Currency: <input checked="" type="checkbox"/> US Dollar
Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Municipality <input type="checkbox"/> Private School <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Education <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor	
Who introduced you to the program? (Please provide name and, if a dealer, the dealerships name.): Sourcewell Membership #	

CORPORATE OFFICE or HEADQUARTERS (HQ) INFORMATION	
Is this Location a Corporate Office or HQ with Multiple Locations? No	<input type="checkbox"/> Yes <input type="checkbox"/>
If YES, do you have satellite or additional locations that need to be listed?* No	<input type="checkbox"/> Yes <input type="checkbox"/>
If NO, is there a Corporate Office or HQ with a current GM Fleet Consolidated Billing Account? No	<input type="checkbox"/> Yes <input type="checkbox"/>
Corporate Office or HQ GM Fleet Consolidated Billing Program ID (If known): _____	GM Fleet Consolidated Billing Program Corporate Office or HQ Name: _____

* If additional locations are required, please provide additional location information as a separate Excel or spreadsheet. If you require a spreadsheet template, please contact the GM Fleet Consolidated Billing Program Processing Center at 866-463-5338 or fleetlaunch@gmfleetbilling.com.

CREDIT INFORMATION *required*		
Expected Monthly Spend: \$	OR	Requested Credit Line: \$

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PRIMARY CONTACT INFORMATION (Contact for vehicle repair & purchase approvals) *required*	
Contact Name:	Address1:
Job Title:	
Phone Number: () – ext.	City
Cell Number: () –	State:
Fax Number: () –	Zip:
E-mail Address:	Country: <input checked="" type="checkbox"/> United States
Bill Delivery and Online Account Access for Primary Contact	
Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> None	Online Account Access : <input type="checkbox"/> Yes <input type="checkbox"/> No

BILLING CONTACT INFORMATION *required*	
Contact Name:	Address1:
Job Title:	
Phone Number: () – ext.	City
Cell Number: () –	State:
Fax Number: () –	Zip:
E-mail Address:	Country: United States
Bill Delivery and Online Account Access for Billing Contact	
Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email	Online Account Access : <input type="checkbox"/> Yes <input type="checkbox"/> No
Format (for e-mailed bills) <input type="checkbox"/> PDF <input type="checkbox"/> CSV	Invoice Likenesses to accompany billing statement: <input type="checkbox"/> Yes <input type="checkbox"/> No

ADDITIONAL CONTACT INFORMATION *optional*	
Contact Name:	Address1:
Job Title:	
Phone Number: () – ext.	City
Cell Number: () –	State:
Fax Number: () –	Zip:
E-mail Address:	Country: <input checked="" type="checkbox"/> United States
Bill Delivery and Online Account Access for Additional Contact	
Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> None	Online Account Access : <input type="checkbox"/> Yes <input type="checkbox"/> No

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BILLING PREFERENCES *required*

Requested Billing Cycle:	<input type="checkbox"/> Daily with 30 day terms <input type="checkbox"/> Twice Monthly (10 th and 25 th of each month) with 30 day terms <input type="checkbox"/> Monthly (25 th of each month) with 30 day terms <input type="checkbox"/> Other (Fees May Apply)
Participate in Centralized Billing (Billing paid by Corporate Office or HQ account)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES AND you have additional locations, should the locations receive bill copies as well?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Preferred Payment Method:	<input type="checkbox"/> Wire <input type="checkbox"/> EFT (Customer initiated) <input type="checkbox"/> Direct Debit ¹ <input type="checkbox"/> Check

BANK INFORMATION (required if preferred payment method is Wire or EFT)

Bank Name / Branch:	ABA Number:
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Account Number:
	Account Name:
<p><u>***Required if using Wire or EFT***</u></p> <p><u>PLEASE INCLUDE A VOIDED CHECK FOR VERIFICATION</u></p>	

TAX INFORMATION *required*

If Corporation:	If Sole Proprietor:
Tax ID (FEIN): _____	Tax ID (SSN): _____

Vehicle Identification Number (VIN) List Template (Required/ FleetTrac)

Please provide a list of all vehicles in Excel. If you require a spreadsheet template, please contact the GM Fleet Consolidated Billing Program Processing Center at 866-463-5338 or fleetlaunch@gmfleetbilling.com.

¹ This form authorizes Multi Service Technology Solutions, Inc. operating as the GM Fleet Consolidated Billing Program Processing Center to deposit funds into and/or withdraw funds from the customer's bank account by means of Electronic Funds Transfer for payment of goods and services charged on the GM Fleet Consolidated Billing Program Account and processed by the GM Fleet Consolidated Billing Program Processing Center. This authorization is to remain in effect until the GM Fleet Consolidated Billing Program Processing Center is notified, in writing, of cancellation.

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GM Fleet Consolidated Billing Program Accountholder Agreement (“Agreement”)

THIS GM FLEET CONSOLIDATED BILLING PROGRAM ACCOUNTHOLDER AGREEMENT (this “ACCOUNTHOLDER AGREEMENT”) by and between you, or on behalf of the “applicant” set forth in the application (the “Accountholder”), and Multi Service Technology Solutions, Inc. (“MSTS”), a Florida corporation with reference to the following facts:

WHEREAS, Accountholder wishes to participate in a General Motors Company (General Motors Company or General Motors LLC, together with any of its subsidiaries or affiliates, collectively, “GM”) purchase program with MSTS whereby MSTS will provide financing services to Accountholder pursuant to the terms hereof (the “Purchase Program”);

WHEREAS, Accountholder requests MSTS to accept and onboard Accountholder by reviewing its application and, upon approval, assigning a Purchase Program account number and provide financing to participate in the Purchase Program.

NOW THEREFORE, in consideration of the mutual covenants provided herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound as follows:

1. Issuance of Credit

Upon review and approval by MSTS of your application, MSTS shall issue you with a Purchase Program account (the “Account”) identified by an Account specific identification number, and extend such credit as is determined by MSTS in connection with such application.

2. Credit Evaluation/Security Deposit

Accountholder hereby authorizes MSTS and its employees, attorneys, agents, assigns, and successors to obtain from and share with GM in connection with the Purchase Program any information Accountholder submits to GM through any means, and investigate the credit history in connection with Accountholder’s application, including, without limitation, through commercial reporting companies, direct inquiries to businesses where Accountholder has accounts, and review of personal credit histories (where appropriate) by obtaining consumer credit reports. MSTS represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for applicant’s business and will not be used with respect to any decision to extend credit for personal, family, or household purposes. If MSTS determines that credit cannot be extended based on existing credit history or current credit events, then MSTS, in its discretion, may approve an Account creation by requiring a security deposit, guaranty, or other collateral in order to open or to continue the account. MSTS will utilize information provided by applicant in accordance with its Privacy Policy, which may be found on the MSTS website.

3. Program Usage

Participation in the Purchase Program by the Accountholder is subject to MSTS’s approval of Accountholder’s application and Accountholder’s acceptance of all terms and conditions contained herein, or on the Program Website (as defined below), or as amended from time to time by MSTS in its sole discretion, and Accountholder’s utilization of the credit line provided hereunder shall be considered acceptance for the purposes hereof. This Agreement and the terms and conditions contained herein may be amended, modified, or otherwise supplemented from time to time by MSTS upon prior written notice, and if no effective date of the revised terms is provided in such notice, then such revised terms are effective as of the date of such notice (for purposes hereof, email notification shall constitute written notice). After receipt of such notice, Accountholder’s continued possession or use of its Account under the Purchase Program shall be deemed acceptance of such revised terms and conditions. If Accountholder does not accept the changes, then Accountholder may close its Account by notifying MSTS at the following telephone number or email address: 1-866-463-5338 or customersupport@gmfleetbilling.com, any time before the changes come into effect, provided that outstanding and pending amounts payable under the Account are paid in full. Usage of the Account by the Accountholder includes the retention or use of the Account by (i) the Accountholder or (ii) any person or entity under Accountholder’s direction or control. As a condition of participating in the Purchase Program, Accountholder consents to receive information from MSTS electronically through the MSTS portal www.gmfleetconsolidatedbilling.com (“Program Website”), or any other method of communication as determined by MSTS. Accountholder should print or otherwise save copies of any Account history, statements, and related communications from MSTS for its own records.

4. Ownership of Accounts

- a. All accounts issued in connection with the Purchase Program are non-transferable. Accountholder will be responsible for all charges incurred through the use of the Account issued hereunder. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use. If an Account number is lost or stolen, it is the Accountholder’s sole responsibility to deactivate the Account number by calling MSTS immediately at 1-866-463-5338 to prevent unauthorized usage and any unauthorized usage prior to such notification shall remain the Accountholder’s responsibility. Accountholder must follow-up telephone notification with written notification sent directly to MSTS, at the notice address listed below via email at customersupport@gmfleetbilling.com, or through the Program Website. Upon receipt of such notice, MSTS will suspend and/or close the Account and will take commercially reasonable steps to prevent the usage of the Account Number. If the Account Number is honored prior to the receipt of such notice, Accountholder will be responsible for all charges incurred through the use of the Account.

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- b. Accountholder shall be responsible for all unauthorized usage prior to notification in accordance with this Section 4 except for unauthorized usage related to Account numbers that have been compromised, stolen, or otherwise misappropriated due to gross negligence or willful misconduct on the part of MSTs.
- c. The Accountholder is responsible for protection of password(s) and access to the Program Website and agrees it is liable for any unauthorized uses of the Program Website and the Account as set forth in this Section.
- d. Access to the Program Website must be restricted to officers or other authorized representative(s) of Accountholder. In the event a password is lost or compromised, or Accountholder believes there may have been any unauthorized access to its Account, it must immediately notify MSTs. All requests for changes to the Account or other communications regarding the Account must be submitted electronically through the Program Website, or in a written notice, or in an email from an officer and/or another authorized representative of the Accountholder as set forth in Section 4(a), or as otherwise agreed to by MSTs.

Accountholder represents and warrants the truth, completeness, and accuracy of the following in connection with this Agreement:

- a. The financial information and all other information provided to MSTs or GM as part of the Purchase Program;
- b. This Agreement is valid, binding, and enforceable;
- c. The execution of this Agreement and the performance of its obligations hereunder are within the Accountholder's (or its designee's) power, have been authorized by all necessary corporate actions and does not constitute a breach of any agreement of Accountholder with any other party;
- d. Accountholder has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Account;
- e. The execution of this Agreement and the performance of its obligations hereunder shall not cause a breach by Accountholder of any duty arising in law or equity;
- f. Accountholder possesses the financial capacity to perform all of its obligations hereunder; and
- g. The extension of credit by MSTs to Accountholder shall be used solely to carry on a business or commercial enterprise and shall not be used for individual, personal, family, or household use.

6. Limitations of Warranties

MSTs is not a seller of the merchandise or services obtained from GM or any GM dealer or affiliate under the Purchase Program. MSTs does not warrant or make any representations regarding any merchandise or services from any source obtained by Accountholder under the Purchase Program, nor does MSTs make any representations or warranties with respect to the E-commerce Site, the functionality or the security of the E-commerce Site, or in any other respect regarding the E-commerce Site. MSTs neither sells nor warrants in any respect any of the goods or services obtained from GM or any GM dealer or affiliate under the Purchase Program, or from GM and any affiliates of GM through whom Accountholder can use its Account to purchase goods in any other location from time to time. MSTs's sole function in connection with the Purchase Program is to furnish financial services and accommodations to the Accountholder. MSTs HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES PURCHASED FROM GM, ANY OF ITS AFFILIATES, OR ANY DEALER OR OTHER THIRD PARTY, OR THROUGH THE E-COMMERCE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ACCOUNTHOLDER HEREBY WAIVES ANY RIGHT TO BRING ANY CLAIM AGAINST MSTs IN CONNECTION WITH ANY OF THE FOREGOING.

7. Indemnification and Limitation of Liability

Accountholder shall indemnify and hold MSTs harmless against all losses, damages, costs, expenses (including attorneys' fees), and liability, including any third party claims, which may result from: (i) the proper performance of MSTs's obligations hereunder; (ii) any negligent, fraudulent, or wrongful act or omission of Accountholder, its directors, officers, agents, employees, and subcontractors; or (iii) any breach by Accountholder of the Agreement made hereunder. IN NO EVENT SHALL MSTs OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE, OR HAVE ANY LIABILITY AS A RESULT OF ANY DATA BREACH, IP INFRINGEMENT OR BREACH OF CONFIDENTIALITY OBLIGATIONS BY GM OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY DEALERSHIP OR OTHER THIRD PARTY, IN CONNECTION WITH THE PURCHASE PROGRAM, OR FOR GM'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES', OR ANY DEALERSHIP'S OR OTHER THIRD PARTY'S, FAILURE TO PROPERLY AND SECURELY STORE ACCOUNTHOLDER'S INFORMATION OR PROPERLY TRANSMIT ACCOUNTHOLDER'S INFORMATION TO MSTs FROM TIME TO TIME. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MSTs HAVE ANY LIABILITY TO ACCOUNTHOLDER IN CONNECTION WITH ANY BREACH BY GM OR ANY OF ITS SUBSIDIARIES OR AFFILIATES. OR BY ANY DEALERSHIP OR OTHER THIRD PARTY, OF ANY CONTRACT TERMS WITH ACCOUNTHOLDER ELSEWHERE. ACCOUNTHOLDER ACKNOWLEDGES THAT EMAIL IS NOT A SECURE FORM OF TRANSMISSION AND THAT IT MAY POTENTIALLY BE INTERCEPTED OR OTHERWISE OBTAINED BY PERSONS OTHER THAN THE INTENDED RECIPIENT AND WAIVES ALL RIGHTS AND REMEDIES PERTAINING TO THE COMPROMISE OF ANY ELECTRONIC COMMUNICATION BETWEEN MSTs AND GM, OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY DEALERSHIPS OR OTHER THIRD PARTY'S, IN

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CONNECTION WITH THE PURCHASE PROGRAM. ACCOUNTHOLDER ACKNOWLEDGES AND AGREES THAT MST'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE AMOUNTS RECEIVED FROM ACCOUNTHOLDER IN THE PAST 12 MONTHS OR \$10,000.

8. Credit Limit/Credit Line

A credit line will be assigned to each Accountholder, subject to MST'S determination of the creditworthiness of such Accountholder's application pursuant to [Section 1](#). The calculation of such credit line shall include the outstanding amounts of all purchases Accountholder has made under the Purchase Program, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, then Accountholder may notify MST'S by calling 1-866-463-5338, by email at customersupport@gmfleetbilling.com or through the Program Website and requesting a modification to its credit line. Accountholder may be required to provide additional evidence as may be necessary to support Accountholder's creditworthiness in MST'S sole discretion. MST'S will review and modify credit limits in accordance with MST'S credit line policies. MST'S reserves the right to lower, suspend or terminate the credit line assigned to an Accountholder at anytime and for any reason in its sole discretion.

9. Payment/Late Fees

- a. Accountholder shall make payments to MST'S or MST'S's designee as frequently as may be necessary to keep the outstanding Account balance within the line of credit and in compliance with the payment terms set forth herein. If Accountholder or its bank for any reason should fail to timely pay any amount due MST'S, Accountholder understands and agrees that MST'S may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security pledged by Accountholder for the benefit of MST'S. If Accountholder's bank should fail to honor payment to MST'S or any outstanding amounts due in connection with Accountholder's Account becomes delinquent, then MST'S may require immediate and full payment of all outstanding amounts. In the event that a payment made to MST'S or MST'S's designee is returned by the Accountholder's bank, then MST'S reserves the right to charge a returned payment fee to the Accountholder's Account in the amount of fifty dollars (\$50.00) per instance or the maximum amount permitted by law, if less. Accountholder may pay its billing statement by direct debit to its bank account via automated clearing house (ACH), or through Electronic Funds Transfer (EFT), or such other means as approved by MST'S from time to time (to the extent payment is made by check, Accountholder shall send the payment to the address on the billing statement). Accountholder shall notify MST'S of its election to pay any amounts due and payable hereunder through ACH, EFT or check via the Program Website or as otherwise instructed to MST'S.
- b. Account statements will be issued by MST'S daily, twice monthly or monthly (net 20 or net 30) depending on the Account's billing settings in the Program Website. Statements that have a remaining balance after the due date are considered delinquent. Delinquent accounts may be assessed late fees at a monthly rate of the lesser of one and a half percent (1.5%) of the transaction value per month on all outstanding transactions or the maximum percentage interest rate assessable pursuant to Applicable Law. Late fees are assessed on each subsequent statement in which such late fees have accrued. Such late fees are only assessed on outstanding amounts and are not based on the entire amount billed in a billing period. Late fees may be waived or modified by MST'S in its sole discretion with written notice to the Accountholder. The Accountholder is liable for all late fees assessed to the Account and must pay the fees to maintain the Account below the credit limit and in good standing. MST'S applies payments first to any accrued interest and then to billing statements on a first-in, first out basis.
- c. MST'S may offset any amounts owed by MST'S to Accountholder against any claims MST'S has against the Accountholder. Accountholder is and shall be liable to MST'S for all costs and expenses incurred by MST'S in collection and enforcing its rights hereunder, including but not limited to, late fees, and reasonable attorneys' fees, if any, incurred by MST'S to collect all amounts due on Accountholder's Account.
- d. The payment terms stated in this Agreement, and/or any subsequent amendments, apply to all undisputed invoices and supersede the payment terms of any Purchase Order (P.O.), third party contract, or any other documentation the Accountholder may have signed.

10. Disputes

Accountholders have sixty (60) days from the original invoice date to dispute charges. If an Account transaction is not disputed within sixty (60) days from the original invoice date in accordance with the terms hereof, or such other time period as set forth herein, then the Accountholder is liable for all charges related to the transaction. Accountholder acknowledges and agrees that MST'S may rely solely on GM's determination with respect to any dispute, and such decision with respect to such dispute shall be final as between MST'S and Accountholder. A CLAIM OF A DISPUTE, REGARDLESS OF HOW SUCH DISPUTE IS ULTIMATELY RESOLVED BY GM, SHALL UNDER NO CIRCUMSTANCES BE CONSIDERED A DEFENSE TO PAYMENT OF THE UNDERLYING OBLIGATION TO MST'S AND ALL OBLIGATIONS SHALL BE DUE BY THE INVOICE DUE DATE UNLESS OTHERWISE AGREED TO BY MST'S, AND ACCOUNTHOLDER HEREBY WAIVES ANY AND ALL SUCH DEFENSES TO PAYMENT THAT ARISE AS A RESULT OF A CLAIM OF BREACH OF A REPRESENTATION OR WARRANTY BY GM, MST'S, OR OTHERWISE THAT IT MAY BE ENTITLED TO UNDER APPLICABLE LAW OR BY CONTRACT.

11. Choice of Law; Jurisdiction; Venue/Waiver of Immunity/Trial by Jury

- a. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Kansas, without reference to conflicts of laws principles, and it is agreed that jurisdiction of any legal action connected with this Agreement, including, without limitation, the class action waiver provided in this section, shall be exclusively in the state or federal courts located in Johnson County in the State of Kansas. Notwithstanding the foregoing, MST'S may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper. ALL ACTIONS, CLAIMS, DISPUTES AND PROCEEDINGS ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND ACCOUNTHOLDER WILL NOT UNDER ANY CIRCUMSTANCES

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CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY SUCH ACTION, CLAIM, DISPUTE OR PROCEEDING UNLESS PREVIOUSLY AGREED TO IN WRITING BY MSTs.

- b. Accountholder agrees that in the event of default, MSTs may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid, and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.
- c. To the fullest extent permitted by applicable law, Accountholder expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by MSTs against Accountholder or Accountholder's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Accountholder to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Accountholder's revenues and/or assets (whether before or after judgement); and (e) execution or enforcement of any judgement to which Accountholder or Accountholder's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THESE TERMS AND CONDITIONS. No action shall be brought against MSTs by Accountholder arising out of any transactions charged to any Account in accordance with this Agreement more than one (1) year from the date therefrom or, if less, such period of time set forth by the laws of the State of Kansas.

12. Term and Termination

This Agreement will continue in effect until terminated by either party immediately upon written notice to the other at the mailing address or email address, in the case of MSTs, as set forth herein, or in the case of Accountholder, at the mailing address or email address set forth in the Accountholder application or maintained in the Program Website. This Agreement may be terminated by either party at any time by giving written notice to the other party; provided, however, that such termination shall not relieve Accountholder of any outstanding amounts owed to MSTs in connection with such Accountholder's Account. Upon termination, all Accounts shall be immediately terminated and deactivated, and the Accountholder must immediately destroy all Account identification numbers in the possession or under the control of the Accountholder. Accountholder shall have the responsibility to pay all amounts outstanding, which shall become immediately due and payable. All terms and provisions by their nature that should survive the termination of this Agreement shall so survive and continue in full force and effect after the termination or expiration of this Agreement, including, without limitation, Sections 6, 7, 10, 11, 12, and 15.

13. Assignment

MSTs may assign or otherwise transfer this Agreement and any and all rights and obligations hereunder without prior notice to Accountholder. Accountholder may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of MSTs.

14. Waiver and Amendment

Failure by MSTs to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by MSTs. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. Electronic Communication

This Agreement authorizes MSTs and GM to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication in the Accountholder application or maintained at the Program Website. Accountholder acknowledges that the email communication may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. In consideration of MSTs' and GM's willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSTs or GM responsible for any email communication intercepted or received by anyone other than the intended recipients. Accountholder hereby releases MSTs and GM and their affiliates, and each of their agents, employees, and representatives, from any and all liabilities, claims, losses, damages, injuries, and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend, and hold harmless MSTs and GM and their affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries, or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder's obligations, as set forth in Section 15, shall not apply to the extent such liabilities, claims, losses, damages, and injuries are caused by the gross negligence or willful misconduct of MSTs, or its employees or agents, or GM or their employees, or agents.

16. Correspondence

All written correspondence, with the exception of payments, pertaining to Accountholder's Account shall be sent to the following address via certified or registered mail, overnight courier:

Multi Service Technology Solutions, Inc.
8650 College Boulevard
Overland Park, KS 66210

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ATTN: GM Fleet Consolidated Billing Program
Email: customersupport@gmfleetbilling.com

17. Accountholder Data

Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSTs and its agents and service providers may collect and use Accountholder's data and all data associated with its Account for purposes related to the Purchase Program and this Agreement subject to MSTs's privacy policies located on the MSTs website. In addition, Accountholder agrees that MSTs may transfer any and all Accountholder data and Account data in MSTs's possession to GM, as determined to be necessary by MSTs in its sole discretion, and GM will treat such information in accordance with their respective privacy policies.

18. Trademarks.

The GM marks are trademarks owned by General Motors LLC. The MSTs marks are trademarks owned by Multi Service Technology Solutions, Inc.

19. Effective Date

This Agreement shall be effective on the date on which Accountholder executes this Agreement.

20. Third Party Beneficiary/ Agency

Nothing contained in this Agreement will or is intended to create or will be construed to create any right in or any duty or obligation to any third party, nor does this Agreement create any third-party beneficiary rights in the Accountholder with respect to any other agreement that may exist between MSTs and GM. Accountholder acknowledges and agrees that with respect to GM, MSTs is an independent contractor in the performance of all its Services under the terms of this Agreement, and nothing in this Agreement will be construed to create any relationship of employer and employee between MSTs or MSTs's directors, officers, employees, agents, and servants and Accountholder or GM. Nothing in this Agreement will be construed to create any joint venture, agency, or partnership relationship between MSTs and Accountholder or GM.

21. Future Reference

Please retain this Agreement for future reference.

22. Sourcewell Management

As a member of the Sourcewell program, your program purchase information will be made available to Sourcewell management.

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Accountholder Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

Date: _____

PLEASE FILL OUT FORM COMPLETELY, AND EMAIL TO underwriting@gmfleetbilling.com TO
START THE APPLICATION PROCESS.