Client Information

Company Name: _____   Billing Contact: _____

Street Address: _____   Telephone: _____

City, State, Zip: _____   Fax Number: _____

Terms and Conditions

Client ("Company Name" above) wishes to purchase from The Cobalt Group, Inc. ("Cobalt") certain products and services (the "Services") identified in the attached order form(s) to this Master Dealer Agreement ("MDA") selected in Section 17 below and each subsequently executed order form which incorporates by reference the terms and conditions of this MDA (each an "Order Form" and together with the MDA and applicable addenda, the "Agreement"). In consideration of the promises, terms and conditions set forth herein, Client and Cobalt (each a "Party" and together, the "Parties") agree as follows:

1. Master Dealer Agreement: This MDA is entered into in connection with one or more Order Forms between the Parties, and may be referenced by future order forms containing other Order Forms executed by the Parties (each an "MDA Addendum"). This MDA contains the general terms and conditions that apply to all Order Forms except as otherwise set forth therein. Each Order Form will define one specific set of Services to be provided to Client. The Parties may contemporaneously or from time to time enter into MDA Addenda that will incorporate the terms of this MDA. References to an Order Form will include this MDA and all exhibits referenced in the Order Form. In the event of a conflict between the terms of this MDA and an Order Form, the terms set forth in the Order Form shall control.

2. Additional Terms and Conditions: In addition to the terms and conditions set forth herein, or in a subsequently executed MDA Addendum, Client shall be bound by the terms and conditions applicable to any element of the Service, provided that Cobalt shall communicate such additional terms and conditions in writing, either in tangible or electronic form. Client agrees that its purchase orders or procurement documents issued in connection with this Agreement shall not serve to modify or add to the terms and conditions of this Agreement.

3. Acceptance and Activation: This Agreement, and each subsequent Order Form, is subject to final audit and review by Cobalt, and Cobalt's acceptance is conditioned upon verification of Client's credit. Client authorizes Cobalt to obtain credit reports through credit bureaus and to contact Client's references. A set of Services will be deemed activated (the "Activation Date") on the earlier of (i) two business days after Cobalt notifies Client that the set of Services are available, (ii) the completion of any applicable training, or (iii) the beginning of Client's usage of the component of the Services.

4. Use of the Services: Cobalt grants Client a limited, non-exclusive, non-transferable license to use the Services as provided by Cobalt. Client agrees that in using the Services, Client (i) shall comply with all applicable terms and conditions of the Agreement, and (ii) shall comply with all applicable laws, rules and regulations, including but not limited to advertising, privacy, and disclosure laws including, but not limited to, Pub. L. No. 106-102, 15 USC § 6801 et seq. — the Gramm-Leach-Bliley Act. Client also agrees that (a) it shall not, nor shall it permit others to alter, circumvent, reverse engineer, recompile, decompile, disassemble, resell, redistribute, pass-through, sublicense, rent, lease, timeshare, or re-brand all or any part of the Services, and (b) it shall not receive any rights of any kind with respect to the products or services of Cobalt or its suppliers except in connection with use of the Services. Any third party hardware, software or licensing costs required to use the Services are the sole responsibility of Client. Certain parts of the Services may require access to data and services, and other forms of cooperation, from Client's third party suppliers with whom Cobalt has no contractual relationship; Client agrees that it shall be responsible for facilitating such access and cooperation. Client acknowledges that Cobalt shall have no liability for its inability to perform some or all of the Services that is due to a failure by Client's supplier to provide such access and cooperation.

5. Fees and Billing: Client shall pay all fees as provided in any Order Form. Monthly billing cycles shall commence on the Activation Date of a particular set of Services. The Services and prices are subject to modification, deletion, or change upon 30 days notice from Cobalt.

6. Payment Terms: Cobalt requires advance payment of training and installation fees and the first month's fees for the Services. Thereafter, Cobalt will invoice fees monthly in advance. If applicable, the invoice will include sales tax; Client shall pay all applicable taxes and fees to government authorities required for it to use the Services. All payments are net 30 days from the invoice date. Late payments shall be subject to late charges, calculated at the lesser of 1.5% interest per month or the maximum rate permitted by law. For all past due invoices, Client agrees to pay all costs of collection, including collection agency fees, reasonable attorney fees, and court costs.

7. Term and Termination: The term of this Agreement shall commence on the date of execution and shall continue so long as a Party has any obligations under an Order Form. The term of a set of Services shall commence on the Activation Date and shall continue for the period set forth in Section 17; thereafter, the term of such Services shall automatically renew for an additional term of 12 months unless terminated by written notice by either Party 30 days prior to the expiration of the then-current term. Cobalt reserves the right to interrupt or terminate the Services upon five days' written notice and without liability for (i) non-payment of amounts due Cobalt or breach of the Agreement by Client, (ii) illegal or fraudulent use or other abuse of the Services by Client, or (iii) upon institution by or against Client of any proceeding for relief under the United States Bankruptcy Code, the insolvency of Client, or the appointment of a receiver of Client's property. Termination of the Services, including Client's notification of termination by non-renewal, shall not relieve Client of liabilities previously incurred including, but not limited to, monthly fees for the remainder of the term of the applicable set of Services. Upon termination, the license granted in Section 4 shall terminate. Unless Client's vanity telephone number or Web address or is owned by Client, Client acknowledges that it has no property or other rights to such number or address and that Cobalt reserves the right to re-assign telephone numbers and Web addresses previously assigned to Client upon expiration or termination of this Agreement. If Cobalt terminates without cause as described above, Cobalt, as Client's sole and exclusive remedy, will refund the pro rata portion of any fee Client may have paid for the portion of the Services not furnished as of the date of termination.

8. Intellectual Property: Client shall own any text, photographs, or other images ("Materials") provided by Client to Cobalt in connection with the Services, and Client hereby grants to Cobalt a non-exclusive, world wide, royalty-free license to use such Materials, including, without limitation, the right to display such Materials on other websites in connection with providing the Services. Materials are accepted by Cobalt upon the representation that Client has the right to publish the Materials without infringing the rights of any third party and without violating any law. Cobalt or its applicable supplier shall own all elements of the Services other than the Materials, including, but not limited to, software, website designs and formats, graphics, and all other intellectual property and data used to provide the Services ("Cobalt Property"). Following any termination of the Services, all Cobalt Property will remain the property of Cobalt or its applicable supplier. Client hereby grants to Cobalt a limited, non-exclusive license to use Client's name in promoting Cobalt's products and services, including, but not limited to, through press releases and case studies. Cobalt shall not use or disclose to third parties nonpublic personal information except as necessary in order to provide the Services to Client. Cobalt shall at all times maintain appropriate information security measures to ensure the security and confidentiality of "customer information" (as defined in 16 CFR Section 314.2(b)), including, without limitation procedures designed to (a) protect against any anticipated threats or hazards to the security or integrity of such information, and (b) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any "customer" (as defined in 16 CFR Section 313.3(h)) of Client.

9. LIMITS OF LIABILITY: EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICES AND COBALT PROPERTY ARE PROVIDED "AS IS" AND COBALT MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES OR THE COBALT PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR FITNESS FOR A PARTICULAR PURPOSE. Client acknowledges that the Service may be interrupted, curtailed, or degraded due to Internet capacity or equipment limitations, equipment modifications, upgrades, relocations or repairs. Cobalt will not be liable for any loss that results from a cause over which Cobalt does not have direct control. Such causes include, but are not limited to, (1) the failure of electronic or mechanical equipment or communication lines; (2) telephone or other interconnect problems; (3) bugs, errors, configuration problems or the incompatibility of Client's computer hardware or software; (4) the failure or unavailability of Client's Internet access; (5) problems with Internet service providers or other equipment or services relating to Client's computer or network; (6) problems with intermediate computer or communications networks or facilities; (7) problems with data transmission facilities or Client's telephone, cable or wireless service; or (8) unauthorized access, theft, operator errors, severe weather, earthquakes, other natural disasters or labor disputes.

COBALT'S LIABILITY HEREUNDER, IF ANY, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE MONTHLY SERVICE FEE PAID BY THE CLIENT WITH RESPECT TO THE AFFECTED SERVICE FOR THE MONTH IN WHICH THE DEFECT OR BREACH OCCURRED. IN NO EVENT SHALL COBALT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS, OR OTHER THIRD PARTIES IDENTIFIED IN ANY DULY EXECUTED ORDER FORM HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT OR CLIENT'S USE OF THE SERVICES.

10. Indemnification and Injunctive Relief: Client agrees to indemnify and hold harmless Cobalt, its officers, directors, employees, agents, consultants, partners, and suppliers from and against any and all claims, liabilities, losses, causes of action, judgments, settlements, damages, costs and expenses, including but not limited to reasonable attorneys' fees and court costs, related to or arising from Client's breach of this Agreement. Client acknowledges that its breach of this Agreement may cause Cobalt severe and irreparable harm for which monetary relief would be inadequate. Client agrees that, upon its breach or threatened breach of this Agreement (other than its obligation to pay money), Cobalt is entitled to seek injunctive relief in addition to Cobalt's other available remedies.

11. Electronic Communications: Client agrees to provide Cobalt with its e-mail address, promptly provide Cobalt with any changes to its e-mail address and accept electronic communications from Cobalt at the e-mail address so specified; and Client agrees to be bound by any affirmance, assent or agreement it transmits through e-mail or the Services, including but not limited to any consent Client gives to receive communications from Cobalt solely through electronic transmission. Client agrees that, when its representatives click on an "Agree", "I consent" or other similarly worded "button" or entry field with a mouse, keystroke or other computer device, Client's agreement or consent will be legally binding and enforceable and the legal equivalent of a document executed with a handwritten signature of Client's representative. Client consents to the receipt of e-mail from Cobalt. Cobalt may send Client e-mails about additional services and products, which Client may opt-out of receiving. Cobalt reserves the right, however, to e-mail Client important information relating to Client's account, including, but not limited to, regulatory communications. Cobalt may also provide notices of changes to the terms and conditions of use of the Services or other matters by displaying notices or links to notices to Client.

12. No Legal Advice: Client acknowledges that Cobalt does not give legal advice, however Cobalt may require that Client's Web site contain disclaimers, a privacy policy, terms and conditions or other items that relate to generally applicable legal issues. Client agrees to consult its own legal advisor for legal advice specific to Client's circumstances.

13. Data Collection and Transmission: Client acknowledges that certain aspects of the Services may require Cobalt to access Client's computer system to poll and write-back data files and fields as described in an applicable Order Form. Client represents to Cobalt that Client will provide, and has all rights and authorizations required to provide, Cobalt with such system access and permissions as Cobalt reasonably requires to perform the Services. Cobalt shall collect or transmit data obtained from such access in accordance with Cobalt's then-standard data collection and write-back procedures and configurations. Client acknowledges that data, including e-mail, electronic communications and personal financial data, may be intercepted and accessed by unauthorized third parties when communicated between Client and Cobalt using the Internet, other network communications facilities, telephone or any other electronic means. Client agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Cobalt. Until notified otherwise by Cobalt, Client agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Cobalt and to follow Cobalt's log-on procedures. Client acknowledges that Cobalt is not responsible for notifying Client of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

14. E-mail Terms: The terms and conditions set forth in this Section 14 (the "E-Mail Terms") may be updated from time to time by Cobalt without notice to Client. Cobalt's current E-mail Terms shall be posted on Cobalt's homepage.

A. Prohibited Uses. The Services may include components that allow Client to send e-mail messages; such components shall be used solely by the Client and for lawful purposes only, including the sending of e-mail to a single addressee, to a group consisting only of friends and family members, to individuals with whom Client has an established professional relationship, or to a group for whom Client has the verified permission of each recipient to include in a mailing list. Client shall not use the Services for distribution of unsolicited communication ("Spam") of a commercial or business nature or which is designed to deceive or mislead the recipient. Spam includes, but is not limited to: (a) distributing or posting unsolicited email messages of a commercial or business nature; (b) distributing or

posting email messages that are designed to deceive or mislead the recipient, (c) using distribution lists that include people who have not given specific permission to be included in such distribution, (d) continuing to distribute email to a recipient that has indicated that he/she does not wish to receive email from the Client, (e) taking any actions intended to cloak Client's identity including, but not limited to, sending email with forged TCP/IP packet header information, omitted, deleted, forged or misrepresent transmission information or header and return address information, (f) posting commercial or business messages to USENET newsgroups that do not permit such postings, (g) sending or posting an email message that is excessive or intended to harass or annoy others, including but not limited to, transmitting any threatening, hateful, libelous or obscene material, or material of any nature which could be deemed to be offensive or constitutes pornography, (h) e-mailing age-inappropriate communications or content to anyone under the age of 18, and (i) violating the reasonable regulations of Cobalt's e-mail service provider. Client shall not cause technical disturbances to the Services, including, but not limited to, introduction of any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

B. Penalties for Breach. Client understands and agrees that allowing e-mail that does not meet the criteria set forth above is a breach of the E-Mail Terms, which may result in (a) immediate termination or suspension of the Services to Client, with or without notice, and (b) legal action against Client for misuse. Additionally, if Client becomes aware of any such activities, Client is obligated to immediately notify Cobalt and take all other appropriate actions to cause such activities to cease. Client will comply with the terms and spirit of the E-mail Terms. Cobalt reserves the right to immediately suspend or terminate Client's access to the Service without notice to Client at any time for any reason, including but not limited to Client's violation of the E-mail Terms. Indirect or attempted violations of the E-mail Terms, and actual or attempted violations by a third party on behalf of a Client, shall be considered violations of the E-mail Terms by such Client.

C. Privacy. Cobalt respects the privacy of the Client. Cobalt will not monitor or disclose the contents of private email communications, or disclose other identifiable information about Client or Client's private communications, unless it is required by law. Cobalt's current privacy policy for the Services is posted Cobalt's homepage.

15. Arbitration: Any controversy or claim arising out of or relating to this Agreement or its breach, with the exception of injunctive relief sought by Cobalt, shall be settled by arbitration before a single arbitrator in accordance with the then-current commercial rules of the American Arbitration Association. The cost of arbitration, including arbitrator fees, shall be borne equally by the Parties. The location of arbitration shall be Seattle, Washington, USA, if Client is the claimant, and in the closest American Arbitration Association office to Client's business address if Cobalt is the claimant.

16. Miscellaneous: This Agreement does not create a joint venture, partnership, employee, agency, franchise, or representative relationship between or among Client and Cobalt. Anything to the contrary herein notwithstanding, Client acknowledges that all or a portion of the Service may consist of products or services provided to Cobalt by third party suppliers. Client agrees that Cobalt's suppliers shall be direct and intended third party beneficiaries with rights of enforcement against Client with respect to Client's obligations in the Sections titled Use of the Service, Intellectual Property, and Confidentiality to the extent provided in such supplier's agreement with Cobalt. Client may not assign this Agreement without Cobalt's prior written consent. This Agreement constitutes the entire agreement and supersedes any and all prior agreements between the Parties. This Agreement may be amended only by written agreement (in tangible or electronic form) between the Parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington without regard to its conflicts of laws provisions. The Parties agree that venue for any action seeking injunctive relief, to enforce or interpret this Agreement, or to enforce an arbitration award shall lie in the state and federal courts located in King County, Washington, USA, if Client is the claimant, and in the state and federal courts located in the county in which Client's business address is located if Cobalt is the claimant, and the Parties hereby consent to the jurisdiction of such courts. For disputes related to domain name ownership, Client agrees to be bound by the ICANN Uniform Domain Name Dispute Resolution Policy. The undersigned warrants that he or she is authorized to execute and deliver this Agreement on behalf of Client. The Parties shall be entitled to rely upon signatures on copies of this Agreement transmitted by facsimile.

17. Attached Order Forms and Applicable Term:

SELECTED SERVICE	TERM	CLIENT INITIALS
Subaru Order Form - 12 month term	12 months	
Select Order Form	Select Term	
Select Order Form	Select Term	
Select Order Form	Select Term	
Select Order Form	Select Term	
Select Order Form	Select Term	
Select Order Form	Select Term	
Select Order Form	Select Term	
Select Order Form	Select Term	
Select Order Form	Select Term	
Select Order Form	Select Term	
Select Order Form	Select Term	

Client Signature	*Cobalt Signature*

Signature: _____   Signature: _____

Name/Title: _____   Sales Executive: _____

Sales Executive #2: _____

Date Signed: _____   Date Signed: _____