

JARVIS GM RIM CONTRACT

- I. PARTIES This contract is between Yace Inc., a Minnesota Corporation (hereinafter "Jarvis") and _____, of _____, (hereinafter "Dealership").
- II. PURPOSE General Motors has implemented a Retail Inventory Management program (GM RIM), which gives the Dealership, certain economic incentives to participate, and General Motors has chosen to work with dealer service providers to implement GM RIM. Jarvis has developed software to allow the Dealership to communicate with GM RIM. This contract sets the terms and conditions for the use of the Jarvis software in the dealership.
- III. TERM The term of the contract will be four months. At the end of the four months, the dealership will have the option of continuing with Jarvis and its software for GM RIM. This continuation will be on a month to month basis, unless the dealership request a new contract.
- IV. PAYMENTS An initial payment of \$395.00 to Jarvis will be required of the Dealership at the time of order. The second, third and fourth payments of \$395.00 will be required at 30, 60, and 90 days of operation. When the dealership continues after the initial term of four months, the payment will be \$175.00 per month. Payment must be made before the month of service.
- V. IMPLEMENTATION Jarvis will upload to the dealership server the necessary software and configurations to allow the dealership server to communication to GM through our strategic partner Oxlo. Every day the Jarvis software will prepare the necessary submission to GM RIM about the dealership sales and orders of GM parts. When GM updates RIM part status, generates an order or generates a return authorization, the Jarvis software will download that information to the dealership server, print a report and integrate the information into the Jarvis System 1 parts inventory control system. None of this daily communication will require interaction by dealership personnel. Jarvis will provide a set of user manuals, telephone support and online support.
- VI. DEALERSHIP EQUIPMENT The dealership will provide a reliable link of dealership server to the Internet. Once the system has been made to communicate to GM RIM through Oxlo, the dealership will not make any changes to the dealership infrastructure that will adversely affect Internet communications without first clearing the change to the infrastructure with Jarvis. This especially means changing routers, dsl modems or Internet service providers.

VII. SUPPORT Jarvis will support this system on a 24 hours per day seven days per week basis. This support will include resolving communications problems caused by failure of Jarvis or Oxlo software residing on the dealership server. Jarvis will coordinate with GM and Oxlo to resolve issues between the dealership and GM RIM. If the problem is failure of dealership equipment or the dealership Internet service provider, Jarvis will provide technical support to dealership personnel or to the Internet service provider personnel. In no case will Jarvis be responsible under the terms of this contract for repair or replacement of computer or communication hardware required for the GM RIM program. Jarvis will consult with dealership personnel about particular parts, their RIM state and why the system does what it does. At any time if it is discovered that Jarvis software is not performing correctly, Jarvis will replace the software at no cost to the dealership, when the problem is fixed.

VIII. MANUAL Jarvis will provide the dealership a manual describing the use of the Jarvis software in regards to GM RIM. Jarvis will provide no manual or instructions on using the GM RIM website.

IX. AGREEMENT
Agreed this _____ day of _____,
20____ by:

For Jarvis:

For Dealership:

Clare H. Jarvis,
President, Yace Inc. (Jarvis)

Title.

Name of Dealership.