

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") between, Accelerated Dealer Services, LLC, having its principal office at 700 N. Main, Newcastle, Oklahoma 73065 ("ADS"), and the customer which is a signatory hereto ("Customer") is made effective as of the date indicated below the Customer signature on the initial Invoice submitted by Customer and accepted by ADS.

1. **OVERVIEW.** This Agreement states the terms and conditions by which ADS will deliver and Customer will receive any or all of the services provided by ADS, including, but not limited to mailing, training, event promotion, and artwork services. Each Invoice (with exhibits attached) submitted, accepted and executed by both parties is hereby incorporated by reference herein. This Agreement is intended to cover any and all Services ordered by Customer and provided by ADS. Capitalized terms shall have the meanings assigned to them herein or as defined in Section 10.

2. **DELIVERY OF SERVICES; TERMS; FEES.**
 - A. **DELIVERY OF SERVICES.** By submitting an Invoice(s), Customer agrees to take and pay for (i) the Service(s) during the Initial Term and (ii) certain limited services needed by Customer on a "one-off" basis ("Supplemental Services") where such services are not included within the scope of the Services as described in the Invoice(s). Customer agrees to pay ADS the fees charged by ADS for Supplemental Services, and hereby authorizes ADS to perform such services on its behalf. ALL SUPPLEMENTAL SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND EXCLUDE WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED in accordance with ADS' current policies and prices.

 - B. **TERM.**
 - i. **TERM COMMENCEMENT.** The term for each Service will commence on the Service Commencement Date.

3. **FEES AND PAYMENT TERMS.**
 - A. **FEES AND EXPENSES.** Customer will pay all fees due according to the prices and terms listed in the Invoice(s) and all other fees incurred by Customer related to Supplemental and Professional Services in accordance with then current ADS prices and policies.

 - B. **PAYMENT TERMS.** On the Service Commencement Date for each Service, Customer will be billed (the "Initial Bill") an amount equal to (i) all *non-recurring* charges indicated in the Invoice(s) and all other charges

for Services received and expenses incurred for Supplemental or Professional Services during a month will either be billed immediately or at the end of the month in which the Services were provided. Payment for all fees is due upon receipt of each ADS invoice. All payments will be made in U.S. Dollars. Notwithstanding anything to the contrary in this Agreement, ADS expressly reserves the right to alter, change or amend its billing practices in its sole discretion, including, but not limited to, the date on which such billing will occur and the types of charges that will be included in such bills.

- C. **LATE PAYMENTS.** Any payment not received within fifteen (15) days of the invoice date of the Initial Bill and thirty (30) days of the invoice date of a Recurring Bill (respectively, a "Payment Default") will accrue interest at a rate of seven and one-half percent (7-1/2%) per month, or the highest rate allowed by applicable law, whichever is higher. Customer also shall pay to ADS all expenses incurred by ADS in exercising any of its rights under this Agreement or applicable law with respect to a Payment Default or other breach by Customer, including, but not limited to, reasonable attorneys' fees and the fees of any collection agency retained by ADS.
4. **INTELLECTUAL PROPERTY OWNERSHIP.** This Agreement does not transfer from ADS to Customer any ADS Technology, and all right, title and interest in and to ADS Technology will remain solely with ADS. This Agreement does not transfer from Customer to ADS any Customer Technology, and all right, title and interest in and to Customer Technology will remain solely with Customer. ADS and Customer each agree that it will not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party and/or its third party vendors.
5. **LIMITED WARRANTIES.**
- A. **LIMITATION.** Each of the guarantees in the Invoice(s) is null and void if Customer fails to follow ADS' Rules and Regulations and other policies or otherwise breaches the Agreement in any respect.
 - B. **NO OTHER WARRANTY.** ADS DOES NOT MONITOR OR EXERCISE CONTROL OVER ADVERTISING CONTENT. USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CUSTOMER'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. EXCEPT AS PROVIDED IN THE INVOICE(S), ADS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ADS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

6. CUSTOMER OBLIGATIONS.

A. WARRANTIES OF CUSTOMER.

- i. GENERAL.** (i) Customer possesses the legal right and ability to enter into this Agreement and (ii) the performance of its obligations and use of the Services (by Customer and/or its customers) will not violate any applicable laws, regulations or the Rules and Regulations or cause a breach of any agreements with any third parties or unreasonably interfere with other ADS customers' use of ADS services. Customer assumes all risks related to the content of ADS' services.
- ii. BREACH OF WARRANTIES.** In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, ADS will have the right, in its sole discretion, to suspend or terminate immediately any Services.

B. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

Customer agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. Customer will comply at all times with all applicable laws and regulations and the Rules and Regulations, as updated by ADS from time to time. The Rules and Regulations are incorporated herein and made a part hereof by this reference. ADS may change the Rules and Regulations upon fifteen (15) days' notice to Customer, which notice may be provided by posting such new Rules and Regulations at the ADS Site. Customer may request a current copy of the Rules and Regulations by sending or faxing a request to ADS. Customer agrees that it has received, read and understands the current version of the Rules and Regulations.

- C. THIRD PARTY RIGHTS.** Customer shall not wrongly (i) use, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any Third Party Product (as defined in Section 7.4) or that appear during use of any Third Party Product; or (ii) reverse engineer, decompile, or disassemble any Third Party Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

7. LIMITATIONS OF LIABILITY.

- A. DELAYS AND INTERRUPTIONS.** ADS SHALL NOT BE LIABLE FOR ANY LOSS OF MAIL RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY 3rd PARTY. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES, AND ADS SHALL HAVE NO LIABILITY THEREFORE, EXCEPT IN THE EVENT OF ADS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- B. CONSEQUENTIAL DAMAGES.** EXCEPT FOR THE PARTIES' INDEMNITY OBLIGATIONS IN SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE.
- C. AGGREGATE LIABILITY.** Notwithstanding anything else to the contrary contained in this Agreement, ADS' maximum aggregate liability to Customer for any claim related to, or in connection with, this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount of fees actually paid by Customer to ADS for the prior three (3) months.
- 8. INDEMNIFICATION.** Each party agrees to indemnify and hold the other harmless against any losses, costs, expenses (including, but not limited to, reasonable attorneys' fees), claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") resulting from any claim, suit, action, or proceeding brought by any third party against the other or its affiliates related to or arising out of (i) any infringement or misappropriation or alleged infringement or misappropriation of any United States copyright, trade secret, patent, trademark, or other proprietary right utilized in connection with any of the Services (but excluding any infringement contributory caused by the other party) and (ii) any violation of or failure to comply with the Rules and Regulations. Customer further agrees to indemnify ADS and its affiliates against any Losses which arise out of, or relate to any content provided by Customer or the customers/clients of Customer, and Customer will reimburse ADS and its affiliates for all legal expenses, including reasonable attorneys' fees, incurred by ADS and its affiliates in connection with any such Losses.
- 9. TERMINATION.**

A. TERMINATION WITHOUT CAUSE DURING RENEWAL TERM. This Agreement may be terminated by either party at any time *during any Renewal Term (Chad if you elect to include Renewal Terms)* for any or no reason upon either party giving to the other no less than thirty (30) days' prior written notice of termination. No matter which party terminates the Agreement pursuant to this Section 9.1, any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due, and Customer shall be required to prepay for any portion of the Services that have not been paid for and are to be rendered during such thirty (30) day period.

B. TERMINATION FOR CAUSE. In addition to any other rights it may have under this Agreement or applicable law, ADS may immediately terminate this Agreement or suspend service, effective without notice, in the event of (i) a Payment Default, or (ii) Customer's breach or failure to comply with any other obligation of Customer under this Agreement including, but not limited to, its failure to comply with any of the terms of the Rules and Regulations or other policies of ADS. Customer may terminate this Agreement if ADS breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of same. If this Agreement is terminated by ADS under this Section 9.2, all remaining monthly recurring and other charges specified on the applicable Invoice(s) for the balance of the then current term shall immediately become due and payable. In addition to the foregoing, ADS reserves the right to discontinue Services immediately upon Customer's breach or failure to comply with any other obligation of Customer under this Agreement.

C. NO LIABILITY FOR TERMINATION. Neither party will be liable to the other for any termination or expiration of any Service or this Agreement in accordance with its terms.

D. SURVIVAL. The following provisions will survive any expiration or termination of the Agreement: Sections 3, 4, 5, 7, 8, 9, 10 and 11.

10. DEFINITIONS.

A. "Initial Term" means the minimum term for which ADS will provide the Service(s) to Customer, as indicated on the Invoice(s).

C. "Professional Services" means any non-standard professional, consulting or support service provided by ADS to Customer, including, without limitation, those services and fees indicated on the ADS Invoice(s).

- D. "ADS Technology" includes, but is not limited to, ADS' proprietary content, procedures, and forms.
- E. "Service(s)" means the specific service(s) provided by ADS pursuant to this Agreement.
- F. "Service Commencement Date" means the date ADS will begin providing the Service(s) to Customer as indicated on the Invoice(s).

11. USE OF CUSTOMER'S NAME FOR MARKETING AND PROMOTION.

Customer agrees that during the term of this Agreement ADS may publicly refer to Customer, orally and in writing, as a Customer of ADS in resumes, client lists and in other promotional materials and communications, including, but not limited to, press releases, brochures, reports, letters and electronic media such as e-mail or Web pages.

- 12. MISCELLANEOUS PROVISIONS.** ADS shall not be deemed to be in default of any provision of this Agreement or be liable for any delay, failure of performance or interruption of the provision of Services to Customer resulting, directly or indirectly, from any unforeseen or force major event. ADS and Customer agree that, except as otherwise expressly provided in this Agreement, the Invoice(s) or the terms and conditions of use of any third party products, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or the customers of Customer. THIS AGREEMENT IS MADE UNDER AND WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA (EXCEPT THAT BODY OF LAW CONTROLLING CONFLICTS OF LAW) AND SPECIFICALLY EXCLUDING FROM APPLICATION TO THIS AGREEMENT THAT LAW KNOWN AS THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE THE DISTRICT COURT OF McCLAIN COUNTY, OKLAHOMA, AND EACH PARTY IRREVOCABLY CONSENTS TO SUCH PERSONAL JURISDICTIONS AND WAIVES ALL OBJECTIONS THERETO. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. Customer may not sell, assign or transfer its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of ADS, and any attempted assignment or delegation without such consent will be void. ADS may assign this Agreement in whole or part. ADS also may delegate the performance of certain Services to third parties, including ADS' wholly owned subsidiaries. All notices, demands, requests or other communications required or permitted under this Agreement shall be deemed given when delivered personally, sent by facsimile

upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail. ADS and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between ADS and Customer. Neither ADS nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. Except as expressly provided in this Agreement, this Agreement may be changed only by a written document signed by authorized representatives of ADS and Customer in accordance with this Section 11.

Authorized representatives of Customer and ADS have read the foregoing and all documents incorporated therein and, by executing the Invoice(s), agree and accept such terms effective as of the date indicated below the Customer signature on the initial Service Invoice.

ADS: By:	_____	Dealer By:	_____
Title:	CORPORATE OFFICER	Title:	_____
Date:	_____	Date:	_____