

AUTONETTV SERVICE CENTER AGREEMENT

This Agreement is entered into on the Effective Date below between AutoNetTV™, and/or its assignees, having a business address at 345 South 500 East, American Fork, Utah 84003 ("AutoNetTV"), and the following Client ("Client"):

Important: Please Print Clearly

Owner/Company Name: _____ Effective Date: _____

Contact Person/Title: _____ Term of Agreement (please circle): 1 / 2 / 3 years

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Of Sites: _____ Set-Up Fee per Site: _____ Monthly Fee per Site: _____ Option: One-time / Set-up + Monthly

Total Payment(s): _____ / _____ Payment (circle): check / credit card / checking withdrawal (ACH)

(Separate checking account withdrawal (ACH) fee agreement required for monthly account payments)

Credit Card # _____ Exp. Date _____ Zip Code _____ (associated with credit card)

In consideration of the payments and promises set forth in this Agreement, the parties agree as follows:

1. **Definitions.** "AutoNetTV Programs" means television programming for Client's customers at Client's Location noted above. In the event that Client has multiple locations, they shall each be listed in the AutoNetTV Service Center Site Survey. Customer Verification Form" means a monthly report form to be completed by Client and provided to AutoNetTV regarding Client's customer information.

2. **License.** AutoNetTV grants to Client a nontransferable, nonexclusive limited license only for the above Term ("License") to play any AutoNetTV Programs only on AutoNetTV Approved Equipment and only at the Client Location(s). Customer agrees to not record or change any of the AutoNetTV Programs, or to show or allow others to show the AutoNetTV Programs at locations other than the Client Location(s) designated herein and in the Service Center Site Surveys. AutoNetTV owns all rights, title and interest in the AutoNetTV Programs. Other rights and ownership interests may apply to their respective owners. Client owns all related equipment installed at Client Location(s).

3. **Fees.** Client shall pay to AutoNetTV the above stated price to receive the related programming for the term selected above.

4. **AutoNetTV Obligations.** AutoNetTV shall provide the AutoNetTV Programs to be displayed for the Term of Agreement.

5. **Client Obligations.** Client shall provide a place for its customers to view the AutoNetTV Programs and shall continually play the AutoNetTV Programs during all times that Client's office is open for business. Client shall maintain continuous service of programming for the contract period. Client shall use ordinary care and not abuse or allow others to abuse the AutoNetTV DVD's. Client shall promptly complete and return the Customer Verification Form to AutoNetTV by the 10th day of each month, as well as any surveys by AutoNetTV for various purposes, including tracking sales of services and parts shown in the AutoNetTV Programs. Client consents to AutoNetTV providing the customer counts to partners &/or clients, aggregated by market area for statistical reporting. Client shall return previous episode DVD in provided envelope to AutoNetTV within 7 business days upon receipt of the current episode DVD.

6. **Renewal.** This Agreement will automatically renew at the expiration of the Term of Agreement beginning from the Effective Date entered above, unless otherwise terminated in writing 60 days prior by either party or by breach of a provision herein.

7. **Miscellaneous.** This Agreement is limited to the license given herein. This Agreement shall be interpreted according to the laws of Utah. Venue shall be proper, and this Agreement shall be enforced only in state and federal courts for Utah County, State of Utah. This Agreement represents the entire understanding between the parties and supersedes all prior agreements, written or oral, relating to the subject matter hereof. If action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, whether or not any suit is filed.

SIGNATURE: _____

Printed Name: _____

Title: _____ Date: _____

AUTONETTV
345 South 500 East
American Fork, Utah 84003
(801) 492-9900 – Phone
(801) 492-0199 – Fax

