



An automobile dealer's best chance to get buyers back to the sales floor a second time.

Service Agreement

Leadkeeper, Inc., (Provider), with a principal place of business at 30345 Colina Verde, Temecula CA 92592, and _____ (Client), with a place of business _____, hereby agree to the following terms and conditions of services.

Effective date: _____

In consideration of the representations and warranties contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Provider and Client agree as follows:

1. **Services.** The Client hereby engages the Provider, and the Provider hereby agrees to make available to Client, the following services: The **LEADKeeper** System, a complete lead management system administrated and hosted by Provider. This system includes: a data entry web page; design, maintenance and delivery of three tracks of sales letters (a total of eight pre-determined letters) delivered to Client's customers electronically; design, production and delivery of bi-weekly electronic newsletters; one "market alert" custom message per month; design and administration of proprietary contact database; monthly reporting to Client regarding system performance. All designs, copywriting, and images are to be approved by Client. Client shall deliver to Provider such information, materials, support and feed back as the Provider deems necessary in order for the Provider to render services. Should such information, materials, support or feedback not be supplied within a timely manner, Provider is released from any schedule-related performance guarantees.
2. **Additional Services.** Should during the course of this agreement Client request additional services beyond the scope of services described in paragraph 1 above, such requests must be made in writing. Such additional services shall be deemed to be a part of this agreement, and shall be governed under this agreement. Additional Services shall be billed concurrently with scheduled services.
3. **Cancellation of Services.** Client may cancel services at any time. Such cancellation must be in writing and is considered effective when received by Provider.
4. **Exclusivity.** Provider agrees to perform services exclusively for Client's brand of vehicle within 80 miles of Client's place of business. Leadkeeper will not offer services to other dealers of the same brand within the exclusive area during the period of this agreement.
5. **Payment for Services.** Client shall pay \$1495.00 per month for all services described above. A one-time initial fee of \$1,500.00 is required to setup the account. All monthly fees are payable in advance. Should payment not be received within five days of due date, service shall be discontinued. A reestablishment charge of \$200 shall be charged to Client to reestablish service. All payments to be made in U.S. dollars.
6. **Term and Termination.** This agreement is effective as of the Effective Date and continues until cancelled in writing by either party.
7. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together constitute one instrument.
8. **Confidentiality.** The parties agree that the terms and conditions of this agreement are confidential, and may not be disclosed without the prior written consent of non-disclosing party.
9. **Ownership.** All designs and images provided by Client remain the property of Client. All designs and images created by Provider remain property of Provider. All data collected during the term of this agreement belong to Client and **shall not be shared, rented, sold or distributed to a Third Party by Provider at any time.**

In witness whereof, the parties have entered into this Service Agreement as of the effective date.

Leadkeeper, Inc.

Client

(Print Name)

(Print Name)

_____ Date

_____ Date



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Leadkeeper, Inc.
Service Agreement Attachment A

Additional Terms and Conditions

1. Definitions.

"Provider" refers to Leadkeeper, Inc.
"Client" refers to client or customer of Leadkeeper, Inc.
"Client deliverables" refers to all content and other deliverables provided by the Client to the Provider.
"Provider deliverables" refers to all content and other deliverables provided by the Provider to the Client.
"Provider commercial e-mail policy" refers to the policy established by the Provider in connection with the distribution of e-mail.
"Content" refers to any text, artwork, design, graphics, video, or any other media to be used in conjunction with Provider deliverables.
"Unsolicited e-mail addresses" refers to e-mail addresses of parties who have not requested or consented to receive correspondence on behalf of client.

2. Client's obligations

The client shall not provide unsolicited e-mail addresses to the Provider for distribution of emails. Client shall not, nor shall it request Provider to, use the Provider deliverables in any way that would violate either a) the Children's Online Protection Privacy Act or any laws under the Act, or b) the intellectual property rights or any other rights of a third party. Client shall not use Provider Deliverables in any way that will result in liability to either Client or Provider. The Provider is under no obligation to inspect any of the Client Deliverables in order to ascertain whether or not such Deliverables violate any laws as described above.

3. Limitations of Liability

The Provider's liability to the Client, a customer of the Client or any other third party, however caused, and whether arising under contract, tort (including negligence), or any other theory of liability, shall in no event exceed the amounts actually paid by the Client to the Provider under this agreement and in no event shall the Provider be liable for costs of procurement of substitute goods or services. The Provider assumes no liability for the inaccuracy or failure of the Client's Deliverables.

The Client agrees that the Provider's sales letters and newsletters are the basic element of the Provider's Deliverables, and are distributed over the Internet through e-mail communications. Congestion on the Internet, bandwidth constraints, and corporate firewalls may inhibit the distribution of the emails as intended.

The Client acknowledges that this is a marketing vehicle, and as such the Provider cannot make any accurate claims as to the success of a particular campaign. Client further agrees that Provider has made no representation or claim regarding the effectiveness of the proposed campaign, and in no event shall the Provider be liable for any liability of any nature arising from the implementation of the campaign.

4. Indemnification

Subject to the limitations set forth in Section 3, the Provider shall indemnify and hold harmless the Client and its officers, directors, shareholders, employees and agents from and against any damages, costs and reasonable attorney fees, if any (collectively "Costs") relating to a breach of a representation, warranty or covenant of the Provider under this agreement, provided that a) the Provider is promptly notified of any and all threats, claims and proceedings related thereto; b) the Provider shall have the right to control the defense and/or settlement thereof; and c) the Client provides the Provider with reasonable assistance of the defense and related settlement negotiations at the Provider's cost and expense. Client shall have the right, in its discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any such claim.

The Client shall indemnify and hold harmless the Provider and its officers, directors, shareholders, employees and agents from and against any costs relating to a) any actual or alleged breach of a representation, warranty or covenant of the Client under this agreement; b) any claim brought by a recipient of an email; c) any claim brought by a third party resulting from the activities of a customer of the Client; and d) willful or negligent acts or omissions of the Client, provided that the Client is promptly notified of any and all threats, claims and proceedings related thereto; the Client shall have the right to control the defense and/or settlement thereof; and the Provider provides reasonable assistance of the defense and related settlement negotiations at the Client's cost and expense. Provider shall have the right, in its discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any such claim.

5. General

The parties are independent contractors. Nothing contained herein shall constitute making any party the agent of any other party for any purpose or in any sense whatsoever.

In the event of an action initiated to enforce or interpret any term or provision of this Agreement or otherwise arising from this agreement, the prevailing party in such action shall be entitled to recover all costs incurred in connection therewith, including reasonable attorneys fees.

This Agreement may be executed in counterparts, each of which is deemed an original. A party may deliver this agreement by transmitting a facsimile of this Agreement to the other party, such facsimile, including the executed signature page thereof, shall be deemed an original.

Upon request, each party will furnish the other party with a copy of all applicable privacy and other non-disclosure policies and obligations of such party. The parties hereby agree that neither shall require the other to take any action in violation of such policies, or in violation of any applicable laws or regulations.

Provider Initials

Client Initials



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**Leadkeeper, Inc.
Service Agreement Attachment B**

Privacy Policy:

Leadkeeper, Inc. maintains a strict privacy policy regarding client information. All information, including account information and email addresses is held in confidence and will not be exchanged, rented, sold or disseminated in any form without the client's written consent.

Provider Initials

Client Initials