

AUTO TECHNOLOGIES, INC. CUSTOMER AGREEMENT

This agreement is entered into as September 18, 2018 ("**Effective Date**"), by and between (the "**Customer**")
_____ with a principal place of business at: Address: _____,
City _____, State: _____, Zip: _____, and Auto Technologies Inc. ("**ATI**") with a principal place of business at
7500 College Boulevard Suite 500, Overland Park KS 66210.

In consideration of the mutual promises and obligations in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF THE AGREEMENT

- 1.1 Auto Technologies will provide the Customer with access to proprietary software applications and the underlying graphical user interface for providing Advance Call Intelligence ("**ACI**") about people and business who place telephone calls to its customers (collectively, the "**Service**"), subject to terms and conditions and privacy policy located on the Auto Technologies Inc. website, the terms of which are incorporated by reference as if fully set forth herein. In the event of a conflict, the terms in this Agreement shall prevail.
- 1.2 During the Term, if Customer is current in payment of the Fees due to Auto Technologies Inc. and are otherwise not in default of this Agreement, Auto Technologies shall provide technical support and service to Customer.

2. PAYMENT

Upon execution of this Agreement, Customer shall pay the Fees set forth in Schedule A ("**the Fees**"). Customer will be responsible for paying any applicable sales and use taxes for any Fees paid to Auto Technologies Inc. under this Agreement. Auto Technologies Inc. shall invoice Customer for the Fees and payment and these invoices shall be due to Auto Technologies Inc. within (10) days from the date of the invoice. Unless otherwise stated in Schedule A, Fees are due prior to the performance of Services, excluding minute usage, which will be billed the following bill cycle after usage. Customer shall pay a fifteen dollar (\$15) late fee to Auto Technologies Inc. on any unpaid invoices after the (30) day grace period from invoice date. Customer will be charged a thirty (\$30) returned check fee in the event of a returned check. Services of Auto Technologies Inc. may be suspended by Auto Technologies Inc. until payment is received from Customer. Upon execution by both parties, this Agreement shall be a non-cancellable, non-refundable order by Customer.

3. TERM AND TERMINATION

This Agreement will commence on the Effective Date. Unless otherwise stated in Schedule A, the initial term of this Agreement shall be for (12) months and the Agreement shall be automatically renewed on a month-to-month basis, thereafter. Either party may terminate the Agreement at any time upon thirty (30) days prior written notice to the other party after the initial 12 month period. Each party will have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of ten (10) days after written notice of such breach is sent to the other party. Any Fees due from Customer to Auto Technologies Inc. prior to the termination date shall still be payable and due immediately upon termination. Upon termination, Auto Technologies Inc. will release to Customer any and all telephone numbers the Customer has ported to the provider's network.

4. INTELLECTUAL PROPERTY

The Service is the proprietary material of Auto Technologies Inc. and is protected by intellectual property laws. Except for Customer's personal or internal business use, Customer may not modify, reproduce or distribute the content, design or layout of the Service or individual sections of the content, design or layout of the Service or Auto Technologies logos without Auto Technologies express written permission. Except as otherwise provided on this page, no part of any content or software on the Service may be copied, downloaded, recorded or stored in a retrieval system for any other purpose, nor may it be redistributed for any purpose, without the express written permission of Auto Technologies Inc..

5. REPRESENTATIONS AND WARRANTIES

THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Auto Technologies Inc. MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE SERVICE. CUSTOMER IS RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SERVICE AND THE CONTENT AVAILABLE ON THE SERVICE IS AT CUSTOMER'S SOLE RISK. Auto Technologies Inc. MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT CUSTOMER MAY OBTAIN FROM THE WEB SITE IS FREE OF VIRUSES.

6. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, REVENUE, DATA OR USE) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER EXCEED PAYMENTS MADE BY CUSTOMER TO AUTO TECHNOLOGIES INC. UNDER THIS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT IN ITS ABSENCE; THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

7. COMPLETE AGREEMENT; AMENDMENT

This Agreement and any attached schedules constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, referring to the same subject matter. Modifications, amendments, cancellations or supplements to or any other change in any term or condition of this Agreement, including any exhibits, work orders, or other attachments will be enforceable only if they are in writing and are signed by authorized representatives of both parties.

8. ASSIGNMENT

Customer may not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Auto Technologies Inc...

9. SURVIVAL BEYOND COMPLETION

The provisions of this Agreement regarding payment, confidentiality, assignment, warranty, limitation of liability and intellectual property will survive the termination of this Agreement.

10. FORCE MAJEURE

Neither party will be responsible for delays or failures on performance resulting from acts beyond the control of such party. Such acts will include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

11. AUTHORITY TO EXECUTE

The party executing this Agreement on behalf of the parties represents and warrants that he or she has been duly-authorized under the party's charter documents and applicable law to do so.

"VENDOR"

Auto Technologies Inc.
7500 College Boulevard Suite 500,
Overland Park KS 66210

"CUSTOMER"

By: *Roberta Long*

 Print Name:
 Roberta Long

 Title: President/CEO

 Date: 09.18-2015

By: _____

 Print name:

 Title:

 Date:



SCHEDULE A

Fee Schedule.

Section I: Customer Invoicing Information

Date:	Accounting Department	Company Name:	Customer Address:
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Section II: Service Plan Investment Schedule

ATTS Call Tracking System - Gold	Quantity	ea. Minute	Quantity Included Free	Mthly Package
Minutes	0-5000	.09		
	5000-10000	.085		
Choice Local/Toll Free				
Geo-Route Lines				
Predictive Conversation Analytics Proprietary algorithms automatically listen to the phone calls.**.50 each				

Total:

Note: Service and Conversation Analytics are billed in advance, with the exception of minutes which are billed the billing statement after usage.



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