



BUYERS ORDER FORM

SYMERON SOFTWARE, INC.
2012 Windsong Way
Dodge City, KS 67801
Phone: 614-827-1181
Fax 866.845.7567

Dealer Information

Dealer Name: _____
 Address1: _____
 Address2: _____
 City, State Zip _____
 Phone: _____
 Fax: _____
 Primary Contact Person: _____ Billing Dept Contact Name: _____
 email Address: _____ Billing Dept Phone Number: _____

Description of Set- Up and Installation.

Dealership is responsible for all trainer travel expenses.

One-Time Set-Up Fee	Upfront Set-Up Fee	\$299.00
Dealership Website Integration Program Package 3	1st Month	\$ 299.00
Includes: 1. Twenty (20) Autoclick Log-ins		
2. Four (4) Dealer Websites with one domain each		
Desired Domains (if known): _____		
3. DWI Secure Credit Application Form		
Total Due at Signing		\$598.00 **

Options / Additional Charges:

A. Data Feed Package: \$19 per month plus one-time \$49 setup Yes No
 Includes data feed from third party, outbound XML email leads, and inbound email leads

B. I want Autoclick to purchase and manage my website domains: \$5 / month per domain Yes No

C. Craig's List Package: \$150 per month plus \$150 one-time setup Yes No

Total Recurring Monthly Fee... **\$299.00** **

** Totals do not include cost of options and additional charges

Credit Card Information Required for Processing - Services provided will be billed to this credit card on a monthly basis.

VISA or MC (circle one) Card Num: _____
 OR
 AMEX Card Num: _____
 Expiration Date: _____
 Exact Name on Card: _____
 Credit Card Street Address: _____
 Credit Card City, State Zip _____

I, the authorized representative of the above-described customer, by signing this Buyer's Order, certify, acknowledge, and agree on behalf of such customer that: (1) I have reviewed and understand the terms and conditions set forth on this Buyer's Order and they meet the requirements and specifications of the above-described customer; and (2) this Buyer's Order is a part of a single contract that consists in its entirety of a License Agreement that I have executed as of the date hereof, this Buyer's Order, and the terms and conditions posted at <http://www.autoclick.com/license>, as amended.

Customer Signature: _____

Date: _____

Symeron Salesperson: _____

Please fax the completed and signed Buyers Order Form and License Agreement to 866-845-7567
We appreciate the business. Thank you!

LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into as of the date set forth below between Symeron Software, Inc., a Delaware corporation ("SSI"), and the person or entity designated below as the "Customer" ("Customer"). In consideration of the covenants and the other consideration described herein, the parties to this Agreement agree as follows:

- 1. The Product.** For the purpose of this Agreement, the term "Product" shall mean the patented web-based client relationship management and sales force automation system and software product owned by SSI and commonly referred to as "AutoClickTM." SSI shall host the Product and shall provide Customer with installation support, training, and general technical assistance and support in accordance with the Terms and Conditions (defined below). SSI shall have the right to modify the Product's content, functionality, and user interface at any time and at its sole discretion. Only Customer's "Authorized Persons" (as defined in the Terms and Conditions, as amended from time to time) shall be authorized to use the Product under the license granted hereby.
- 2. License.** Subject to the terms of this Agreement and the terms and conditions posted at www.autoclick.com/license/, as amended (the "Terms and Conditions"), SSI grants Customer a non-exclusive, non-transferable license to use the Product for internal business purposes only. The license shall terminate upon the earlier expiration or termination of this Agreement. The license does not extend to any parent, subsidiary, or affiliate of Customer, and Customer has no right to resell, sublicense, or market the Product except upon SSI's prior written consent. SSI reserves all rights relating to the Product not expressly granted hereby.
- 3. Terms and Conditions.** SSI shall have the right to modify the Terms and Conditions for any reason and at any time. Customer shall be bound by the Terms and Conditions (including all modifications thereto). Except as otherwise agreed in writing by the parties hereto, the Terms and Conditions shall exclusively govern the parties' rights and obligations with respect to the installation and hosting of the Product and all training, technical assistance, and support relating thereto. Customer shall, and shall ensure that its Authorized Persons do, comply with the Terms and Restrictions.
- 4. Term; Termination.** This Agreement shall expire one year from the date hereof; provided, however, that this Agreement shall automatically renew on such date and on an annual basis thereafter for successive annual terms unless either party hereto elects to allow the then-current term to expire by notifying the other party in writing of such election no later than 90 days prior to the expiration of the then-current term. SSI may terminate this Agreement: (a) at any time and for any reason upon 30 days prior written notice to Customer; (b) immediately upon Customer's failure to make timely payment in accordance with the Buyer's Order (defined below); or (c) upon a determination that Customer is insolvent or bankrupt. Customer may terminate this Agreement only upon 30 days prior written notice to SSI of its material breach of this Agreement and SSI's failure to reasonably cure such breach within such 30-day period. Except as otherwise provided herein, all rights and obligations under this Agreement shall immediately cease upon the earlier expiration or termination hereof; provided, however, that all Customer representations, delivery, indemnity, and payment obligations, and the license granted in Section 11, below, shall survive such expiration or termination.
- 5. Fee and Payment.** As consideration for the license granted hereby, Customer shall pay SSI the fees set forth on the buyer's order provided to Customer herewith (the "Buyer's Order"); provided, however, that the fees for all renewal terms shall be calculated using SSI's then current rates for the services provided. SSI shall invoice Customer, and Customer shall pay all fees, in accordance with the payment terms set forth on the Buyer's Order; provided, however, that Customer shall pay all fees on a monthly basis to the extent the Buyer's order does not set forth payment terms. Customer shall pay all additional or increases in fees that may accrue as a result of an increase in Authorized Users or an upgrade in services or service level in accordance with the terms set forth on the Buyer's Order or, if such additional or increased fees are not contemplated thereby, in accordance with SSI's then standard rates. All late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. All payments made hereunder shall be made in U.S. dollars, and Customer shall pay all taxes imposed upon any transaction contemplated by this Agreement or incurred as a result of Customer's use of the Product. SSI shall have no obligation to refund any amounts paid by Customer.
- 6. Warranties; Indemnification.** SSI LICENSES THE PRODUCT TO CUSTOMER "AS-IS" AND MAKES NO WARRANTY TO CUSTOMER OF ANY KIND WITH REGARD TO THE PRODUCT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ALL WARRANTIES RELATING TO INTERRUPTION OF SERVICE ARE SPECIFICALLY DISCLAIMED HEREBY. SSI WILL NOT BE LIABLE FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORSEEABLE, OR ANY DAMAGES RESULTING FROM CUSTOMER'S USE OF THIRD-PARTY TOOLS, SOFTWARE, OR SERVICES PROVIDED THROUGH THE PRODUCT OR SSI'S WEBSITE. CUSTOMER SHALL BE SUBJECT TO THE PROVISIONS IN THE TERMS AND CONDITIONS REGARDING LIMITATION OF LIABILITY AND INDEMNIFICATION.
- 7. Remedies.** In the event Customer fails to timely pay the fees in accordance with Section 5, above, and the Buyer's Order, SSI shall, in addition to any other rights available hereunder or under applicable law (including specific performance) have the right to: (a) without terminating this Agreement, suspend Customer's access and use of the Product until all unpaid amounts are paid; (b) upon prior written notice, accelerate for payment all amounts due over the remaining portion of the then-current term of this Agreement; or (c) both (a) and (b). Accelerated amounts will be calculated using the formula set forth on the Buyer's Order and based on Customer's average prior daily use of the Product, and shall include all applicable service charges. SSI's election to use one or more of these remedies shall not waive any of its other remedies or constitute a breach of this Agreement.
- 8. Disputes.** Disputes arising from this Agreement shall be resolved by binding arbitration in Gray County, Kansas under the rules of the American Arbitration Association or, if the parties cannot agree upon an arbitrator within 30 days of the date the dispute arises, in a court of competent jurisdiction in such county. The arbitrator will have the power to grant injunctive relief. In addition to any other legal relief granted, the prevailing party in any such action shall be entitled to recover court costs and attorneys' fees from the losing party.
- 9. Intellectual Property.** Except for the license granted hereby, SSI shall retain all right, title, and interest in and to the Product, together with any and all copyrights, patents, trade secrets, trademarks, and other intellectual property rights incorporated therein, related thereto, or embodied thereby, and this Agreement shall not be deemed to grant Customer any rights (other than the license) therein. Customer shall keep strictly confidential all identification codes, passwords, and materials relating to the Product disclosed to Customer by SSI, and shall return all Product-related materials (and all copies thereof, regardless of medium) to SSI upon the earlier termination or expiration of this Agreement.
- 10. Miscellaneous.** This Agreement (including any documents specifically incorporated herein): (a) except with respect to any modifications by SSI to the Terms and Conditions subsequent to the date hereof, constitutes the final and complete agreement between the parties hereto with respect to the subject matter hereof; (b) shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns; (c) shall be governed by the internal laws of the State of Kansas; (d) may not be modified or amended except as otherwise allowed hereby or in a writing signed by both parties hereto; (e) shall, in the event that any provision hereof is held by a court of competent jurisdiction to violate applicable law, be modified to limit or eliminate such provision only to the extent necessary to accomplish the objectives of the original provision; (f) does not create a joint venture, partnership, agency, employment, or similar legal relationship between the parties hereto; and (g) may be executed in counterparts, including by facsimile, which together shall constitute one agreement. Customer: (x) may not assign or delegate (whether intentionally or by operation of law) any portion of this Agreement or its rights or obligations hereunder except with the prior written consent of SSI; (y) represents that it is authorized to execute and deliver this Agreement; and (z) shall comply with all applicable laws, rules, and regulations related to the performance of its obligations hereunder, including any applicable export laws and regulations. Except for Customer's obligation to pay SSI, neither party shall be liable hereunder for any failure or delay in performance caused by reasons beyond its reasonable control. No failure or delay by either party in exercising any right under this Agreement shall waive such right. The Terms and Conditions, as amended, and the Buyer's Order are each hereby specifically incorporated into, and shall constitute a part of, this Agreement. All notices to be given under this Agreement shall be sent by overnight courier or certified mail to the appropriate address set forth below.
- 11. Customer Information.** Customer represents that: (a) Customer is, and will always be, the sole owner of all data that is entered into the Product; (b) no such data infringes or will infringe upon the rights of any third party; and (c) Customer has read and understands the Terms and Conditions. Customer grants SSI a fully paid license to use any data that Customer enters into the Product or otherwise discloses to Symeron; provided, however, that SSI shall not through such use identify to any third party the names or contact information of any current or prospective Customer clients or customers except with Customer's prior authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date below:

Symeron Software, Inc.

2012 Windsong Way
Dodge City, KS 67801

Customer: _____

Address: _____

City, State Zip _____

Phone: _____

Fax: _____

Signed By: _____

Signed By: _____

Name & Title: _____

Name & Title: _____

Date _____