



PRICING / AGREEMENT



Proposal located online at: <http://www.mobilehelper.net/the-auto-shop/>

Date: 04/02/2015

PART 1: THE PARTIES

	“Entrust Management Solutions”	“Client”
Name of Party:	Mobile Marketing Helper	The Auto Shop
Address:	5729 Lebanon Rd., Ste. 144, #306 Frisco, TX 75034	2560 E. Plano Parkway Plano, TX 75074
Main Phone:	800.858.8507	972-578-0588
Website:	www.MobileMarketingHelper.com	www.TheAutoShop.com
Primary Contact(s):	Kevin Cortez Phone: 972.837.5323 Email: Kevin@KevinCortez.com	Name & Title: Jerry Kezhaya Phone: 972-578-0588 email: jerry@TheAutoShop.com
Accounting Contact(s):	Kevin Cortez Phone: 800.858.8507 support@MobileMarketingHelper.com	Name & Title: Linda Stone Phone: email: lindas@TheAutoShop.com

Online Marketing Package

for (1) Location

Required Field: Principal
Mobile Number

(972) 978-6851

PART 2: LICENSE PACKAGE FEATURES

TYPE OF LICENSE:	Package: <u>Website Design Services</u> <u>Includes Online Marketing Package</u>	PACKAGE FEATURES: Online Marketing Services Mobile Marketing Services Website Design Services
TERM:	<u>Month to Month – No cancellation fee</u> (See Terms and Conditions)	

PART 3: FEES \$1,995 Setup and \$308 Per Month

DESCRIPTION	AMOUNT	TYPE	NOTES
Website Design Services	\$1,995	One-Time	20 Pages (\$75 per additional)
SMS/Text Application Fee (includes Helperich Patent License Royalties)	\$79	Per Month	Includes [1,000] messages per month +\$0.03 per Text over [1,000]
Support and Hosting	\$24.95	Per Month	1 st Year FREE
Mobile Specific Site (Tied into Directory)	\$498 \$0	One-Time Included	QR Code Integration Included
Online Marketing Services:			
Marketing Services	\$TBD	Per Month	Ongoing Execution
Search Engine Marketing	\$150	Per Month	+\$ Facebook/PPC Ads
Business Listing SEO	\$79	Per Month	Includes Review Monitoring
Reputation Marketing	\$150	Per Month	Includes Platform Access
Misc.			
Retarget Advertising	\$249	One-Time Setup and>>	\$249 Per Month
Press Release Syndication	\$150	Per Release	Syndicated through Newswire

Color Code: SMS (Text) Marketing / Mobile Sales Tools / Online Marketing / Phase II When Ready



MASTER LICENSE AGREEMENT

This Mobile Marketing Services Agreement (the "Agreement") is made and effective as of the Effective Date,

BETWEEN: [THE AUTO SHOP] (the "Client"),

AND: **DBA MOBILE MARKETING HELPER, ENTRUST MANAGEMENT SOLUTIONS** (the "Consultant"), a company organized and existing under the laws of the State of Texas.

Entrust Management Solutions, (the "Consultant" hereinafter) is in the business of providing certain management and marketing consulting services pertaining to Mobile Marketing Services for a fee.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

ARTICLE 1: SERVICE DESCRIPTION

- A. Consultant will provide Client support by email and phone to Client. Client support is included in the monthly licensing fee.
- B. The Client's mobile marketing solution utilizes Consultant's shared common short code (72727).
- C. Keywords cannot be reserved and Consultant reserves the right to remove a keyword after 30 days of inactivity.
- D. Payment for SMS Text units will be initiated through e-commerce, provided by Consultant. Transactions will be processed through Consultant's Merchant.

ARTICLE 2: TERMS OF PAYMENT

All fees are billed in advance. Consultant shall invoice Client for all mobile marketing services. All payments shall be due upon receipt of Invoice. An initial deposit is required to start the project.

ARTICLE 3: TERM

The term of this Agreement shall commence on Effective Date and shall continue in full force and effect until terminated by either party upon at least (30) days prior written notice, provided that in no event (except breach) may this Agreement be terminated prior to the effective date of such termination.

ARTICLE 4: ZERO TOLERANCE SPAM POLICY

Consultant takes a zero tolerance stance against sending of unsolicited text messages, commonly known as spam. Any Client who sends out spam will have their ability to generate their own outgoing SMS messages permanently terminated. All text messages that originate from the Client must comply with all applicable federal, state or local laws and carrier regulations. Consultant reserves the right to require changes or disable as necessary any website, account, database, or other component that does not comply with this policy, at its sole discretion. Consultant also reserves the right to make any such modifications in an emergency at their sole discretion. Consultant will not be liable for any damages incurred related to spam. In the event of litigation, it is the responsibility of each party to bear its own attorneys' fees and costs throughout the entire process of any proceeding in accordance with Article 12.

ARTICLE 5: MONITORING OF SERVICE

You agree that Consultant has the right to monitor the service electronically at any time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Consultant reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. Consultant also reserves the right to refuse refunds in cases where Consultant believes abuse has taken place. Consultant reserves the right to monitor any and all

communications through or with our facilities. You agree that Consultant is not considered a “secure communications medium” for the purposes of the ECPA, and that no expectation of privacy is afforded in the event that such service is monitored and/or disclosed.

ARTICLE 6: RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

ARTICLE 7: DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

- A. CONSULTANT EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE CONSULTANT SERVICE WILL BE ERROR-FREE, TIMELY, SECURE OR UNINTERRUPTED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY CONSULTANT, ITS EMPLOYEES, LICENSORS OR AGENTS WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.
- B. UNDER NO CIRCUMSTANCES WILL CONSULTANT, OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE CONSULTANTS MOBILE MARKETING SERVICE, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY INFORMATION OBTAINED ON THE CONSULTANT’S MOBILE MARKETING SERVICE; OR THAT RESULT FROM MISTAKES, MISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CONSULTANT RECORDS, PROGRAMS OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT CONSULTANT IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM CONSULTANT AND ITS AFFILIATES.
- C. UNDER NO CIRCUMSTANCES, UNDER THE TERMS OF THIS AGREEMENT, SHALL DAMAGES INCLUDE LOSS OF BUSINESS, OR LOSS OF PROFITS, WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, PRODUCT LIABILITY, OR OTHERWISE, TO ANY PARTY IN PRIVY TO THIS AGREEMENT, OR ANY THIRD PARTY NOT SO SITUATED.
- D. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

ARTICLE 8: COPYRIGHT AND TRADEMARKS

All contents of the Consultant are proprietary to Consultant, and/or its suppliers and are protected under Copyright. All rights are reserved. Consultant reserves any rights not expressly granted herein. The Client acknowledges that he/she/it does not presently know the special skills, techniques or business policies, nor does the Client have business forms or access to the Consultant’s body of knowledge, and as such, such information is deemed confidential and a trade secret, as such term is defined within the meaning of Texas Statutes inter alia, entitling Consultant to all protections available under both Texas and Federal law.

ARTICLE 9: FORCE MAJEURE

If by reason of failures of telecommunications or internet service providers, labor disputes, riots, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions or other causes beyond the control of Consultant, Consultant is unable to perform in whole or in part its obligations as set forth in this Agreement, then Consultant shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make Consultant liable to the Client or other third parties.

ARTICLE 10: GOVERNING LAW

Texas law shall govern this Agreement, and any dispute arising from the relationship between the parties to this Agreement, excluding any laws that direct the application of another jurisdiction's laws. In any litigation, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both), or seeks a declaration of any rights or obligations under this Agreement, each party shall be responsible for their respective attorneys' fees and costs, as stated in Article 12. The parties consent to the exclusive jurisdiction and venue of the courts of the State of Texas or to any Federal Court located within the State of Texas.

ARTICLE 11: ATTORNEYS' FEES AND COSTS

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, which results in litigation, shall result in each party being solely responsible for its respective attorneys' fees and costs throughout the entire process of any and all proceedings.

ARTICLE 12: SEVER-ABILITY AND SURVIVABILITY

- Sever-ability
 - If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- Survivability
 - The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely – warranty, indemnification, liability and limits thereon, rights and obligations upon and following termination and assignment.

ARTICLE 13: INDEMNIFICATION

You agree to defend, indemnify and hold harmless Consultant against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to attorneys' fees and costs) or claims caused by or resulting indirectly from your use of the service, without limitation or exception, including your violation of any third-party's rights, (including, without limitation, infringement of any copy right trademark, service mark, trade secrets, right of privacy or publicity or any other third party right). The terms of this section shall survive the termination of your relationship with Consultant.

ARTICLE 14: ASSIGNMENT

In the event of a merger or consolidation of Consultant, the surviving or new corporation and any subsidiaries are similarly subject to the rights and obligations of this Agreement.

ARTICLE 15: ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties regarding the products and services provided hereunder, and supersedes any prior Agreements between the parties with respect thereto.

ARTICLE 16: WAIVER

The failure of Consultant to enforce a provision of this Agreement shall not be construed as a waiver or limitation of Consultant's right to subsequently enforce and compel strict compliance with every provision of this Agreement.