

# Reliable Response Managed Services Agreement

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| <b>Date:</b>  | 11/12/2018                                      |
| <b>Dealership:</b>  | M&M Helton Enterprises                          |
| <b>Address</b>  | 6628 Sky Pointe Dr., Ste 118                    |
| <b>City</b>   | Las Veags                                       |
| <b>State</b>  | NV  |
| <b>Zip Code</b>   | 89131   |
| <b>Phone</b>  | 7025458997                                      |
| <b>Email Address</b>  | melissa@reliableresponse.io                     |
| <b>Contact Name</b>   | Melissa   |
| <b>Title</b>  | GM  |
| <b>Reliable Response Sales Representative:</b>  | Jordan Belford                                  |
| Upon completion of this agreement, Service Provider agrees to fulfill the following services for the above stated business:   |   |
| <b>Deal</b>   | 20 Unit Guarantee                               |
| <b>Total Due for Service</b>  | 5000  |
| <b>Deal Notes</b>   |   |
| <b>Voicemail Template</b>   | Voicemail Only Campaign STD (Standard + Custom) |
| Standard Voicemail:<br>Hi this is SALES PERSON with DEALERSHIP. I'm calling because I have a customer looking for a vehicle like the one you're driving and I was hoping you would be willing to sell it. My manager already approved me to OVER pay you so we can get our deal done. If so, please call me back right away, It's urgent I speak to you. Again my name is SALES PERSON and my number is TRACKING NUMBER again TRACKING NUMBER. Talk to you soon. Bye. |   |
| <b>SMS Template</b>   | Standard SMS                                    |
| Standard SMS Verbiage:<br>Hi this is SALES PERSON at DEALERSHIP. I left you a voicemail about buying your car. Please call me at TRACKING NUMBER.   |   |
| <b>Sales Person</b>   | test  |
| <b>Transfer Number</b>  | 7258888888                                      |
| <b>Campaign Start Date</b>  | 11/05/2018                                      |
| <b>Week Days to Skip</b>  | Monday, Saturday, Sunday                        |
| <b>Time Zone</b>  | PST   |
| <b>Daily Start Time (Monday - Friday)</b>   | 4:00 PM   |
| *** Campaigns planned for a Saturday or Sunday will ALWAYS START at 10 AM ***   |   |
| <b>Leads Per Day</b>  | 250/Day   |

Service Provider warrants its services will be performed in accordance with all applicable laws. Service Provider agrees to preserve the confidentiality, integrity and accessibility of Client data. Service Provider also agrees that at no time is Client's data to be shared, sold or displayed to any other parties without the express written consent of Client. Client agrees and warrants that in using the services and otherwise conducting its business, Client will provide accurate and up-to-date information which Client is legally allowed to possess and use, and will comply with all applicable laws and regulations, including without limitation the FCC's Telephone Consumer Protection Act, the FTC's Telemarketing Sales Rule, the CANSPAM Act, data privacy laws, and all other applicable laws, regulations and industry best practices. Client also warrants that it has any required "express written consent" to contact the numbers provided/purchased, and that such consent is well documented and in the possession of Client. Client agrees to use the Services in full compliance with all laws and understands that Service Provider is not managing compliance for Client. Client may not use this Service for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce. Client assumes complete responsibility for any Approved Communications sent by Service Provider on behalf of Client including any violations that arise, holding Service Provider and its Agents and Representatives harmless. Client agrees to defend, indemnify and hold harmless, including by paying reasonable costs and attorney fees, Services Provider, along with its owners, officers, managers, employees, contractors, affiliates and agents, from and against any claim, suit, investigation, fine, cost or expense related, directly or indirectly to Client's use of the Services or any actual or alleged breach of these terms, or of any law or regulation. Client agrees that any claim or suit between the parties shall be brought and heard only under Nevada law and in the courts of the State of Nevada, and the State and Federal courts in Clark County, Nevada shall have exclusive jurisdiction over the same and that venue shall be appropriate in the same. In any such proceeding, if Service Provider substantial prevails, Client shall pay all costs, expenses and reasonable attorney fees of Service Provider within 30 days of Service Provider's written demand for such reimbursement. Any changes to your campaign once it has begun will incur a \$75 Fee prior to changes being implemented. All credit card payments will incur a 3% processing fee applied to the total. Payment is due prior to your campaign launching. Service Provider reserves the right to not run scheduled services until payment is received. Accounts not paid within 15 days of the date of the invoice, or within 15 days of as scheduled payment, are subject to losing any applied discounts and becoming due in full immediately. Service Provider further reserves the right to enforce a 10% annual interest on the full amount due until fees are paid.

**Buy Back Acknowledgment:**

Not Applicable

Client understands that this agreement guarantees that Service Provider continues to work with Client until Client has sold the full number of units outlined above under SERVICES, either directly or indirectly, as a result of Service Provider's system and services.

In order for Service Provider to fulfill obligation to Client, Client understands and agrees to the following terms:

1. Full payment must be received prior to campaign launch, unless you have a deferred payment until a sale is made.
2. Client agrees to submit a complete export of all sold units from Client's DMS no later than Wednesday each week to include ALL units sold by the dealership the prior week.
3. Sold unit export must be provided in a .csv file, excel file, or a spreadsheet. Data fields will include NO LESS than the following details: (1) Customer's First and Last name, (2) all phone numbers provided by client, (3) client address and (4) date of sale.
4. Providing false data to Service Provider will void guarantee. No refund will be provided under any circumstances.
5. Client can designate a start time for their campaign between the hours of 2 PM and 5 PM. Client can expect campaign to run for a minimum of 2 hours, during which time, Client must be open for business for a full 3 hours from the chosen start time.
6. Unit guarantee only applies to buyback campaigns.
7. Client agrees not to change the nature of the campaign by only offering trade-in's to customers over the phone.
8. Client agrees to use all sales material provided by Service Provider, which includes word tracts and scripted rebuttals.
9. Client agrees to a live answer rate of no less than 90% of inbound calls which must be handled by a sales person.
10. Failure of Client to comply with any of the above terms will void unit guarantee
11. If campaign is canceled due to non-compliance with the above terms, Client will not be provided a refund in any amount.
12. If Client doesn't hit their contracted units within the 30 days, Service Provider will continue services until contracted units have been acquired.

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| <b>IP Address</b> | 174.83.229.233 |
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