

Website Agreement

This WEBSITE AGREEMENT (the “Agreement”) is made between Great Vehicles, Inc., an Oregon corporation with its principal address at 86 SW Century Drive, #224, Bend, Oregon, 97702 (“Great Vehicles, Inc.”), and _____ with its principal place of business at _____

_____ (“Cobrand Company” or “Cobrandee”) effective as of _____, 2005 (“Effective Date”).

RECITALS

Cobrand Company and Great Vehicles, Inc. intend that Great Vehicles, Inc. shall develop and operate a Cobranded Classifieds Website to be accessed from ChooseYourItem.com and additional Cobrand Company Website(s).

1. DEFINITIONS

2.1 “Confidential Information” means any confidential or proprietary information, source code, software tools, information not generally known to the public, business plans, trade secrets, algorithms, designs, schematics, plans or any other information relating to the Great Vehicles, Inc. Software or Content including (a) quantities, dollar volumes, and revenues of products, (b) the terms of this Agreement including, without limitation, pricing terms, (c) software source code, object code, algorithms, processes, trade secrets, information concerning customers, vendors, employees, product plans, marketing plans, business plans, or designs related thereto, and (d) compilations of information that aggregately are not generally known to the public.

3.2 “Licensed Data” shall mean databases licensed from third parties for use in the Cobranded Classifieds Website.

4.3 “Marks” shall mean trademarks, service marks, trade names, logos or other product identifying marks.

5.4 “Content” shall mean all content created by Great Vehicles, Inc. or others, or procured by Great Vehicles, Inc. or others, on behalf of the Cobranded Classifieds Website.

1.5 “Cobranded Classifieds Website” shall mean a Website hosted and served by Great Vehicles, Inc. in the look and feel of ChooseYourItem.com or other Great Vehicles, Inc. website properties.

1.6 “Revision” shall mean any number of changes to the Cobranded Classifieds Website requested and delivered to Great Vehicles, Inc. simultaneously.

6. TERMS FOR THE COBRANDED CLASSIFIEDS WEBSITE

7.5 Cobranded Classifieds Website creation. Great Vehicles, Inc. shall design, install and display content for a Cobranded Classifieds Website that will be accessed from ChooseYourItem.com and additional Cobrand Company Website(s). Great Vehicles, Inc. shall be responsible for all costs relating to the development, operation and maintenance of the Great Vehicles, Inc. Software for the Cobranded Classifieds Website. Great Vehicles, Inc. shall use reasonable efforts to make an initial version of a Cobranded Classifieds Website available to end users within two (2) weeks or less from the date this Agreement is executed (the “Inception Date”). Within one (1) week or less from the Inception Date, Cobrand Company shall integrate the Cobranded Classifieds Website into its Website according to Section 2.5 of this agreement. Great Vehicles, Inc. shall have sole control over the development, operation and maintenance of the Cobranded Classifieds Website; provided, prior to making the Cobranded Classifieds Website generally available, Great Vehicles, Inc. shall, in a manner mutually agreeable by the parties hereto, provide Cobrand Company with access to the Great Vehicles, Inc. content that will appear on the Cobranded Classifieds Website.

8.6 Cobranded Classifieds Website Functionality and Content. The initial version of the Cobranded Classifieds Website shall have functionality and content similar to that provided by ChooseYourItem.com Website operated by Great Vehicles, Inc.. The Cobranded Classifieds Website shall be designed so that the content, including, without limitation, pricing and product data, may be updated, modified, added to, or deleted in a reasonably prompt manner. Great Vehicles, Inc. or Cobrand Company may from time to time suggest that additional content such as product offerings, motor vehicle data, and links, be provided in the Cobranded Classifieds Website. The final decision whether or not to include such additional content is at the sole discretion of Great Vehicles, Inc.

9.3 Commission Revenues. Great Vehicles, Inc. shall receive revenues which may be generated by the Cobranded Classifieds Website through the Sale of Classified Photo Ad Insertion Fees. Great Vehicles, Inc. agrees to pay Cobrand Company a portion of the Classified Photo Ad Insertion Fees received in accordance with Schedule A attached to this agreement. Great Vehicles, Inc. shall be solely responsible for contracting with respect to and collection of Commission Revenue sources. It is further agreed that Great Vehicles, Inc. is not subject to paying any other amounts to Cobrand Company except as defined by this agreement.

2.4 Promotion. Cobrand Company shall be responsible for promoting the Cobranded Classifieds Website within Cobrand Company's Website. Such promotion must include, but not be limited to, hyperlinking to the Cobranded Classifieds Website homepage from Cobrand Company's Website homepage. Cobrand Company may also hyperlink to other web pages inherently part of the Cobranded Classifieds Website. Other forms of promotion may be utilized in so far as they do not conflict with this agreement, are not illegal in any way, and are not unethical or debilitating to the company or image of Great Vehicles, Inc. or its clients.

10.5 Ownership. Great Vehicles, Inc. will have all right, title and interest in all copyrights, trade secrets, Great Vehicles, Inc. Marks, patents or other intellectual property in connection with (i) the software or other technology used to create, operate and maintain the Cobranded Classifieds Website, and (ii) the Content, Cobranded Classifieds Website and Great Vehicles, Inc. Software.

2.6 Ownership of Marks. Nothing in this Agreement grants or shall be deemed to grant the other party ownership or other rights in any intellectual property rights in or to the other party's Marks or any derivatives therefrom, other than those rights or licenses expressly granted to this Agreement.

11. LICENSING

12.7 Grant of License by Cobrand Company. Cobrand Company hereby grants Great Vehicles, Inc. a worldwide, non-exclusive, non-transferable license, solely in connection with the design, creation, maintenance and promotion of the Cobranded Classifieds Website, to use, copy and display any Marks or other materials provided to Great Vehicles, Inc. by Cobrand Company for use in relation to the Cobranded Classifieds Website.

13.8 Grant of License by Great Vehicles, Inc.. Great Vehicles, Inc. hereby grants to Cobrand Company a limited, non-exclusive, non-transferable license to use, copy, display and distribute and to use Great Vehicles, Inc.'s Marks provided to Cobrand Company, in each case solely in connection with the promotion of the Cobranded Classifieds Website.

14. WARRANTIES

Each of the parties acknowledge that the Cobranded Classifieds Website, the Great Vehicles, Inc. Software and all data for incorporation into the Cobranded Classifieds Website, and all elements thereof, and all other materials provided by either party, or procured by either party on behalf of the Cobranded Classifieds Website from third parties, under the terms of this Agreement, are provided "AS IS."

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EACH OF THE PARTIES DISCLAIMS ANY AND ALL WARRANTIES REGARDING ALL MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15.9 Warranties By Great Vehicles, Inc.. Great Vehicles, Inc. warrants that: (i) it has the power and authority to enter into this Agreement, (ii) the use of the Great Vehicles, Inc. Software, the Content, the Licensed Data and all Marks, artwork or other materials provided by Great Vehicles, Inc. do not, and will not, violate any patents, copyright, trade secrets or other proprietary rights of others, and (iii) Great Vehicles, Inc.'s execution, delivery and performance of this Agreement do not and will not violate any statute, ordinance or regulation.

16.10 Warranties by Cobrand Company. Cobrand Company warrants that: (i) it has the power and authority to enter into this Agreement, (ii) data, and all Marks, artwork or other materials provided by Cobrand Company to Great Vehicles, Inc. do not violate any patents, copyrights, trade secrets or other proprietary rights of others, and (iii) Cobrand Company's execution, delivery and performance of this Agreement do not and will not violate any statute, ordinance or regulation.

17. **LIMITATION OF LIABILITY**

18.11 Waiver of Consequential Damages. EXCEPT AS PROVIDED FOR IN SECTION 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.12 Limitation of Liability. In no case will Great Vehicles, Inc. or its suppliers be liable for any representation or warranty made to any third party by Cobrand Company or any agent of Cobrand Company. In no case will Cobrand Company or its suppliers be liable for any representation or warranty made to any third party by Great Vehicles, Inc. or its suppliers, including representations and warranties made in the Content. Notwithstanding anything in this Agreement to the contrary except Section 6 below, either parties entire liability to the other for damages concerning performance or non-performance by the other party or in any way related to the subject matter of this Agreement and regardless of whether the claim for such damages is based in contract or in tort, shall not exceed the amount of \$10,000.

20. **INDEMNIFICATION**

21.13 Infringement Indemnity by Great Vehicles, Inc.. Great Vehicles, Inc. agrees to indemnify, defend and hold Cobrand Company harmless from and against any and all damages, liabilities, costs and expenses (including without limitation reasonable attorney's fees) to the extent that it is based on a claim that arises from breach by Great Vehicles, Inc. of any of its warranties set forth in Section 4, provided that Great Vehicles, Inc. shall be notified promptly in writing by Cobrand Company of such claim.

22.14 Infringement Indemnity by Cobrand Company. Cobrand Company agrees to indemnify, defend and hold Great Vehicles, Inc. harmless from and against any and all damages, liabilities, costs and expenses (including without limitation reasonable attorney's fees) to the extent that it is based on a claim that arises from breach by Cobrand Company of any of its warranties set forth in Section 4, provided that Cobrand Company shall be notified promptly in writing by Great Vehicles, Inc. of such claim.

23.15 Remedies for Software Infringement Claims. Should any Great Vehicles, Inc. Software be found to infringe, or in Great Vehicles, Inc.'s reasonable opinion be likely to become the subject of a claim of infringement, Great Vehicles, Inc. will either (a) procure the right to continue using the Great Vehicles, Inc. Software or (b) replace the Great Vehicles, Inc. Software with functionally equivalent software or acceptable replacement content at no extra charge or modify the same so that it becomes non-infringing. The foregoing remedy and the remedy set forth in Section 6.1 hereof shall be Great Vehicles, Inc.'s sole and exclusive obligation and Cobrand Company's sole and exclusive remedy for claims of misappropriation or infringement.

24. **CONFIDENTIAL INFORMATION**

25.16 Confidential Information. During the term of this Agreement, Cobrand Company and Great Vehicles, Inc. may be exposed to Confidential Information. Each party agrees, respectively, that during the Initial Term of this Agreement, any subsequent Renewal Terms and for one (1) year thereafter, that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information without the prior written consent of the other party, except to employees, agents, contractors and like entities solely as reasonably required to fulfill the purposes of this Agreement, provided any such third parties agree to be bound by the confidentiality obligations under this Agreement. Cobrand Company and Great Vehicles, Inc. agree that they will safeguard the Confidential Information which each party may receive from the other party for the period set forth above with the same degree of care used to protect its own information of a like nature.

26.17 Exceptions. The confidentiality obligations between the parties and the term "Confidential Information" will not be applicable to any information: (i) which is in the public domain or which becomes part of the public domain through no fault on the part of the receiving party; (ii) which is known to the receiving party prior to the disclosure thereof by the disclosing party; (iii) which is lawfully received by the receiving party from a third party who provided such information without, to the receiving party's actual knowledge, breach of any separate confidentiality obligation owed to the disclosing party; (iv) which is required by law or judicial process to be disclosed by the receiving party (provided that the disclosing party is given advance notice of, and an

opportunity to contest, such disclosure); and (v) which is independently developed by personnel without violating the terms hereof.

27. **TERM AND TERMINATION**

28.18 Term. This Agreement shall commence upon the Effective Date and shall continue until one (1) year from the Inception Date (the "Initial Term"). Following the Initial Term, this agreement shall automatically renew on a year-to-year basis unless terminated by written notice by the other party.

Notwithstanding the foregoing, either party may terminate this Agreement (i) at the end of a term of one (1) year from the Effective Date, if such party gives written notice thereof no less than thirty (30) days prior to such termination date or (ii) upon a material breach of this Agreement which remains uncured after ten (10) days written notice thereof.

Great Vehicles, Inc. shall retain the right to terminate this agreement if Cobrand Company is unable to meet its minimum traffic requirements within 60 days of the Inception Date with no less than thirty (30) days notice in writing. These minimums shall be set at 100 unique visitors to the Cobrand Classifieds Website per day or 3,000 unique visitors per month, whichever is the smaller of the two for the purposes of measuring performance.

29.19 Effect of Termination. Upon any termination of this Agreement (i) all licenses granted pursuant to this Agreement shall terminate and the licensee shall either return all materials provided by the licensor to the licensee or to any third party on behalf of the licensee or destroy such items and deliver written certification to the licensor that such destruction has taken place and (ii) each party shall immediately cease to utilize the other's Confidential Information.

30.20 Surviving Provisions. The terms and conditions of Sections 2.6, 4, 5, 6, and 7 of this Agreement shall survive and continue after termination of the Agreement.

31. **GENERAL PROVISIONS**

32.21 Independent Contractors. Under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way be construed to constitute any employment, agency, partnership or joint venture between the parties hereto or their personnel, or be construed to evidence the intention of the parties to establish any such relationship.

33.22 Entire Agreement/Amendment. This document contains the entire agreement and understanding concerning the subject matter hereof between Cobrand Company and Great Vehicles, Inc. and supersedes all prior negotiations, proposed agreements, and all other agreements, whether written or oral, except all prior confidentiality and non-disclosure agreements to the extent that they are not expressly superseded by this Agreement. Each party acknowledges and agrees that it has not been induced to execute this Agreement by any promise or representation that is not expressly contained in this Agreement. This Agreement may be amended only by a writing signed by authorized individuals for both Great Vehicles, Inc. and Cobrand Company.

34.23 Severability. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the validity, legality and enforceability of the remainder of the Agreement will not be affected thereby.

35.24 Counterparts. This Agreement may be executed in two or more separate counterparts and shall become effective when the separate counterparts have been exchanged between the parties, each of which is deemed an original and which together constitute one and the same instrument.

36.25 Attorneys' Fees and Costs. In the event of any action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs.

9.6 Choice of Law. This Agreement has been entered into in State of Oregon, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of Oregon applicable to contracts entered into and performed entirely within the State of Oregon.

9.7 Notice. All notices under this Agreement shall be deemed given when delivered personally or sent by certified or registered U.S. mail or nationally-recognized express courier, return receipt requested, to the address show below or as may be otherwise specified by either party to the other in accordance with

this paragraph. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this paragraph:

IN WITNESS WHEREOF, the parties hereto have executed this Website Agreement effective as of the Effective Date.

COBRAND COMPANY

GREAT VEHICLES, INC.

By _____
Signature

By: _____
Signature

Printed Name

Lance Julander
Printed Name

Title

Authorized Agent of Great Vehicles, Inc.
Title: Director of Business Development

SCHEDULE A

CALCULATION AND DISTRIBUTION OF COBRAND COMPANY NET REVENUE SHARE

1. Calculation of Cobrand Company's Net Revenue (NR)

Cobrand Company's Net Revenue (NR) share during a month shall equal the sum of the commissions generated by Cobrand Company's Cobranded Website during such month for the items listed in the table below. Cobranded Company's Net Revenue shall be a fifty percent (50%) commission of the revenue generated per ad after deduction of six percent (6%) credit card fees and any applicable sales tax. Net Revenue share (NR) shall be calculated and distributed to Cobrand Company on a monthly basis within thirty (30) days after the end of such month.

Item	Cost to Users	Cobrand Company's Commission
Classifieds Photo Ad Insertion Fee	\$30.00	\$14.10 *

Item	Cost to Users	Cobrand Company's Commission
Dealer Membership – Photo Classifieds	\$69.95/month, recurring	\$10.00 */month, recurring

- This amount would be the Net Revenue per Classifieds Photo Advertisement sold on the Cobranded Company's Cobranded Website, calculated after deducting credit card fees. The amount could be reduced further if there exists any applicable sales tax. Sales tax in Oregon is currently 0%.

Contact and Information Page

Company Name:

Address:

Point of Contact:

E-Mail:

Telephone:

Fax:

Company Website URL:

Business Identification Number (or FEIN):

Type of Business Entity:
(ie: corporation, LLC,
sole proprietorship,etc)
