

REPLY! AFFILIATE AGREEMENT

As of July 23, 2013 ("Effective Date"), this Reply! Affiliate Agreement (the "Agreement") is made and entered into by and between Reply! Inc., a California corporation, located at 12667 Alcosta Blvd., 2nd Floor, San Ramon, CA 94583 (the "Company", "Reply!"), and Acquisition Labs, Inc. a Delaware corporation, located at 268 Main Street, # 125, North Reading, MA 01864 ("Affiliate") (Reply! and Affiliate, collectively, the "Parties", each individually a "Party").

WHEREAS, Affiliate owns and operates websites on the Internet, including the site located at the URL <http://www.wiserauto.com> ("Affiliate Site"); and

WHEREAS, Reply! will pay Affiliate for Leads generated through the Affiliate Site according to the terms herein.

NOW THEREFORE, the Parties agree as follows:

1. **Program Member(s).** Program Members are defined as automotive dealers, OEMs, or other individuals or companies that purchase Leads from Reply!.
2. **Leads.** Leads are defined as inquiries from consumers who complete an online form on the Affiliate Site, which captures consumer contact information and the make and model of car requested by the consumer.
 - a. **Delivery.** Affiliate shall deliver Leads via XML form feed to Reply! in the manner requested by Reply! Affiliate shall transmit Leads originating from Affiliate to Reply! no later than 30 minutes from the time it was originally generated from consumer.
 - b. **Purchase by a Program Member.** Affiliate will only be paid for Leads that are purchased by a Program Member. Reply! will provide Affiliate with the ability to electronically "ping" the Reply! database to receive an indication of whether a Lead is expected to have Program Member coverage. Reply! reserves the right to reject any Lead subsequent to providing a positive response to a "ping" if that Lead does not meet the validation requirements described below.
 - c. **No Resale by Affiliate.** Affiliate agrees that all Leads sold to Reply! are exclusively sold to Reply! for the dealer specified and not resold or retransmitted to any other third party for the same dealer after being presented to Reply! Affiliate agrees to not contact Leads via email, phone or otherwise before or after they have been delivered to Reply!
 - d. **Incentivized Leads.** Affiliate may not provide Leads to Company that have been generated by misleading the consumer or by providing the consumer a reason to believe that they will receive a prize, gift, payment or pecuniary benefit of any kind in exchange for completing a lead form and generating a Lead.
3. **Valid Leads.** Valid Leads are defined as Leads that satisfy the following:
 - a. **Volition.** Information contained in Leads must be submitted directly to Affiliate by Affiliate's online consumers for the express purpose specified in Lead definition and with the express agreement to be contacted by a Program Member.

- b. **Completeness.** Leads must include all mandatory fields to be completed as specified by Reply!
- c. **Accuracy.** Leads must include an accurate and real consumer name and phone number.
- d. **Duplication.** Leads with the same name and/or phone number may not be sent to Reply! within thirty (30) day of each other.
- e. **Filters.** Leads must be successfully filtered through internal Reply! validity checks. Reply! shall filter Leads that do not meet tests or review for Volition, Completeness, Accuracy and Duplication. Leads failing this process are not considered Valid Leads.
- f. **Program Member Credits.** If a Lead sent by Reply! to a Program Member is credited back to the Program Member that Lead shall not be considered a Valid Lead.

4. **Payment Terms**

- a. **Monthly Fee.** On a monthly basis, Reply! will pay Affiliate \$10.00 for each Valid Lead. The pricing may be modified at any time by a written confirmation from both Reply! and Affiliate via email or fax.
 - b. **Payment.** Reply! shall pay Affiliate within thirty (30) days of the receipt of an accurate invoice from Affiliate (which must be based on the final report of Valid Leads provided by Reply! as described below).
 - c. **Reporting.** Reply! will pay Affiliate based on the final report of Valid Leads recorded on the 15th day (or first business day thereafter) of the month following delivery of the Valid Leads to Reply!.
5. **Confidentiality.** During Term and for two (2) years thereafter, except (i) as may be required by law, regulation, or court order; (ii) on a need to know basis to employees, consultants, counsel, accountants, investors or other professional advisers of the Parties; (iii) in connection with required tax and accounting disclosures; and (iv) as specified below and under Publicity:
- a. **Non-Disclosure of Agreement.** The Parties agree to keep the terms of this Agreement confidential.
 - b. **Non-Disclosure of Confidential Information.** The Parties agree (i) not to disclose to any third party or use any Confidential Information disclosed by the other Party except as expressly permitted in this Agreement and (ii) to take all reasonable measures to maintain the confidentiality of all Confidential Information in Party's possession or control.
 - c. **Confidential Information.** For the purposes of this Agreement, "Confidential Information" means information about a Party (or its partners' or customers') business or activities that is proprietary and confidential, which shall include business, financial, technical and other information which is marked as "confidential" or "proprietary" (or similarly), received from a Party related to Agreement, or ought in good faith to be treated as confidential.
 - d. **Non-Confidential Information.** Confidential Information will not include information that (i) is in or enters into public domain without breach of this Agreement; (ii) Party lawfully receives from a third party without restriction on

disclosure and without breach of a nondisclosure obligation; or (iii) Party knew prior to receiving such information from other Party or develops independently

6. **Publicity.** Each Party agrees to not use the name, graphical images or logos of the other Party or any of its websites in any press release or any sales or marketing efforts without the written consent of the other Party.

7. **Term and Termination**

- a. **Term.** This Agreement shall continue until terminated.
- b. **Termination.** The Parties may terminate this Agreement, with or without cause, upon 30 days prior written notice.
- c. **Rights Upon Termination.** Except as expressly provided, upon the termination of this Agreement, all rights, duties and obligations of the Parties hereunder shall terminate. Surviving provisions include Confidentiality, Indemnification and Limitation of Liability.

8. **Consumer Protection**

- a. **Federal Spam Law.** The CAN-SPAM Act of 2003 (also known as "Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003" and "S.877") was enacted as public law no. 108-187 ("Federal Spam Law") and became effective on January 1, 2004.
 - b. **Consumer Protection Laws.** Various state and local spam, email harvesting, advertising and consumer protection laws have been enacted, and will be enacted in the future, in various federal, state and local jurisdictions, including but not limited to, Federal Spam Law (collectively "Consumer Protection Laws").
 - c. **Review of Consumer Protection Laws.** Affiliate represents that it has reasonably reviewed applicable Consumer Protection Laws (including, but not limited to the Federal Spam Law) and has made a commercially reasonable assessment of compliance and will continue to monitor, review and remain in compliance with all such legislation.
9. **Indemnification.** Each Party ("Indemnifying Party") agrees to defend, indemnify and hold-harmless the other Party and its affiliates, officers, directors, employees and consultants, from and against any and all claims, losses, liabilities and damages of any kind resulting from the other Party's access to and use of Indemnifying Party's services and sites and/or Indemnifying Party's breach of this Agreement. This provision shall survive termination of agreement.
10. **Limitation of Liability.** Neither Party will be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement, even if the Party has been advised of the possibility of such damages. Further, neither Party's aggregate liability arising with respect to this Agreement will exceed the total fees paid or payable during the term of this Agreement. This provision shall survive Termination.
11. **Disclaimer.** Neither Party makes any express or implied warranties or representations with respect to Agreement (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, neither Party makes any representation

that the operation of its website will be uninterrupted or error-free, and neither Party will be liable for the consequences of any interruptions or errors

12. **No Joint Venture.** Nothing herein contained shall be construed to place the Parties in a relationship of joint ventures, and neither Party shall have the power to obligate or bind the other in any manner whatsoever. The Parties enter into this Agreement as independent contractors.
13. **Severability & Validity.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part:
 - a. The validity, legality and enforceability of any of the remaining provisions or portions of this Agreement shall not in any way be affected or impaired thereby and this Agreement shall nevertheless be binding between the Parties.
 - b. Such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of the Agreement shall remain in full force and effect.
14. **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent, and any attempted assignment without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
15. **No Waiver or Modification.** No term or provision hereof will be deemed waived or modified, and no variation of terms or provisions hereof shall be deemed consented to, except as expressly provided herein, unless such waiver or consent is in writing signed by the Party against whom such waiver or consent is sought to be enforced. Any delay, waiver or omission by either Party to exercise any right or power arising from breach or default of this Agreement by the other Party shall not be construed to be a waiver by that Party of any subsequent breach or default.
16. **Headings.** The descriptive headings in this Agreement are inserted for convenience to navigate and reference provisions only and except to reference provisions do not constitute a part of this Agreement.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of California, without reference to conflicts of law rules.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Reply! Inc.

By: _____
Name: _____
Title: _____
Date: _____

Affiliate

By: J. Van Allen Jr
Name: J. L. Van Allen, Jr
Title / Company: Partner / Acquisition Labs
Date: July 23, 2013