

Date:

From: Radio Advertising Bureau (RAB)

Re: RAB GoCart End User Agreement

This is a summary of the guidelines of the joint service effort regarding RAB's GoCart online m-commerce system (hereafter referred to as the service) and _____ - (hereafter referred to as the station). Please review and respond if you have any questions or concerns. It is our goal to make this a satisfying partnership for both parties.

1. The Service as provided by RAB will include the following.
 - Unique customized m-commerce web site.
 - Special secure online management interface to manage and run all shopping functions including item management, listener registration, reports, image hosting, email notifications, and all other functions related to the delivery and administration of the service.
 - Technical support from 7am to 6pm central time and 24/7 for emergency issues.
 - The option to add online credit card processing from PayPal or Authorize.net.
 - Full data backup everyday.
2. The Station must be an RAB Member in good standing.
3. RAB will further assist participating stations, managers and sellers with consultation, sample materials and user guides related to sale and execution of the service.
4. The station may use the service to manage and sell any legal product or service on behalf on their advertising clients deemed appropriate by each participating station.
5. RAB assumes no responsibility, financial or otherwise for items sold using the service.
6. The station is responsible for the payment of all applicable sales tax.
7. THE SERVICE IS PROVIDED BY THE RAB ON AN "AS IS" AND "AS AVAILABLE" BASIS. RAB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE STATION EXPRESSLY AGREES THAT USE OF THIS SITE IS AT THE STATION'S SOLE RISK. RAB DOES NOT WARRANT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND RAB MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. THE STATION AND NOT RAB, ASSUMES THE ENTIRE COST IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SERVICE. RAB MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES RIGHTS TO USE ALL / ANY COPYRIGHTED MATERIALS HAVE BEEN OBTAINED. RAB ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.
8. All listener data such as customer names, addresses, email addresses, etc. will remain the sole property of the station. RAB will have no claims to this information.



9. All financial information generated by the use of the service will remain strictly confidential and the property of the station, only used by RAB to determine program revenue for the purposes of billing for service use.
10. This is an ongoing agreement that may be terminated by either party with 60-day written notice to the other party.
11. In the event of termination of this agreement, the station reserves ownership of their program titles, sales literature, graphics and data generated by the service as it relates to the station. All station financial data will be removed from the service and electronically delivered in a timely manner.
12. This agreement covers arrangements between RAB and the station. All other agreements between the station, its advertisers and/or auction customers are the sole responsibility of the station.
13. The terms of this agreement are strictly limited to the service and does not limit or restrict the Radio Advertising Bureau or the station of their respective rights to produce and/or market any other product or program during or after the period of this agreement.
14. Fees: RAB will bill the station each month at the rate of \$1.35 per paid transaction with a \$50 monthly minimum. Transaction fees will not be accessed until a transaction is complete and paid in full.

This letter has been prepared to establish the guidelines for the use of RAB's GoCart Service. It is not intended to cover every detail of the project or the relationship between the parties, but to provide a general understanding of our cooperative effort to produce and market what we believe will be an important revenue generating program.

We look forward to a long, enjoyable, and mutually profitable partnership on this important project.

Radio Advertising Bureau Representative

Station Partner Printed Name

Signature

Date

Signature

Date

Please sign and return to RAB
Fax: 972-753-6727, Attn. Kent Crosby
Email: kcrosby@rab.com