



**WRENCHHEAD INC.
INFORMATION SERVICE Order
Form**

VAR/RESELLER: _____ **ORDER DATE:** _____ **EFFECTIVE DATE:** _____

Company Name (End User): _____ Owner's Name: _____

Billing Address: _____ City: _____ County: _____ State: _____ Country: _____ Zip
Code: _____

Shipping Address (NO PO Boxes): _____

Phone Number: (____) _____ Fax Number: (____) _____ Billing Contact Name: _____

SOFTWARE PRODUCT ORDER	Part #	Price	QTY	Extension
<i>Wrenhead Combined Wincat-Software</i> (1-10 Concurrent Users) (This is a one time fee.)	WINCAT	\$495		
TOTAL PRODUCT ORDER:				

MONTHLY DATABASE SERVICES	Part #	Price	QTY	Extension
<i>Wrenhead's Monthly Database Subscription Fee</i> (1 st 5 Concurrent Users) - Includes Parts, Interchange, Labor Flat Rates, PM Schedules, Brake & Tune-up Spec's, Fluid Capacities, & Tire Fitments	WCAT110	\$79		
Each Additional 5 Concurrent Users		\$20		
TOTAL MONTHLY DATABASE SERVICES:				
				Plus S/H

Prices are based on credit approval and will be good for orders within 30-days after Order Date. Software Licenses are granted on a paid basis. Prices do not include any shipping/handling, and/or sales tax charges which, when applicable, will be added to all invoices. **US FUNDS ONLY**

PAYMENT METHOD: O/A _____ Visa _____ Mastercard _____ **If Credit Card, a photocopy of the front and back of signed card must accompany this Agreement!**

Charge #: _____ Exact Name on card: _____ Expiration Date: _____ / _____

Street Address Where Credit Card Bill is Mailed: _____ Zip Code Where Credit Card Bill is Mailed: _____



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CUSTOMER SIGNATURE Both Pages 1 and 2 of this Agreement require your signature. By signing this Agreement, you acknowledge that you have read and understand it, and agree on behalf of Customer with all of its Terms and Conditions.

Signature: _____ Print Name: _____ Title: _____ Date: _____



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TERMS AND CONDITIONS FOR INFORMATION SERVICES AGREEMENT

1. End User is granted a non-transferable and non-exclusive right to use the executable version of the Software and Databases in conjunction with the Authorized Reseller System. End User may only use each copy of the Software and Databases on a single system in conjunction with a Wrenhead, Inc.-supplied Enabling Device or Software and Databases, if applicable.
2. End User's right to use the Software and Databases will continue for so long as End User subscribes to Wrenhead, Inc.'s database updating service for Wrenhead, Inc. database products, or until the earlier termination of this License.
3. End User is permitted to use the Software and Databases strictly for its own ordinary business purposes and shall not use the Software and Databases, directly or indirectly, on behalf of any other individual, firm, corporation, or enterprise.
4. End User agrees not to reproduce or permit other to reproduce the Software and Databases, except as necessary for End User to use the Software and Databases in conjunction with the Authorized Reseller System.
5. Except as specifically provided in this License, End User is not granted any right (whether by license, ownership, or otherwise) in or to any copyright, patent, trademark, or any other intellectual property rights in the Software and Databases and no title to the Software and Databases (including the intellectual property rights therein) is transferred to End User.
6. End User will not translate, reverse compile, or disassemble the Software and Databases or transfer the Software and Databases to any third party.
7. End User will not remove, alter, or destroy any form of copyright notice, proprietary markings, or confidential legends placed upon or contained within the Software and Databases, nor will End User export or re-export the Software and Databases.
8. Wrenhead, Inc. shall not be responsible for any changes made by the Authorized Reseller in the Software Programs or Data.
9. Wrenhead, Inc. DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE.
10. Wrenhead, Inc. AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, WHATSOEVER TO END-USER. IN PARTICULAR, Wrenhead, Inc. AND ITS SUPPLIERS DISCLAIM ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE AND DATABASES.
11. NEITHER Wrenhead, Inc. NOR ITS SUPPLIES SHALL BE LIABLE TO END USER FOR ANY INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF PROFITS, DATA, OR GOODWILL, WHETHER SUCH DAMAGES OR LOSSES ARISE IN CONTRACT, TORT, OR OTHERWISE, OR ARE SUFFERED DIRECTLY OR INDIRECTLY, EVEN IF Wrenhead, Inc. IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
12. This License is subject to immediate termination if End User violates any term or condition of this License. **End User may terminate with a 30-Day written notice.**
13. Wrenhead, Inc. is a third party beneficiary to this End User Agreement to the extent that this License relates to the Software and Databases. End User acknowledges and agrees that such provisions are made expressly for the benefit of Wrenhead, Inc. and are enforceable by Wrenhead, Inc. in addition to by Authorized Reseller.
14. All disagreements or controversies of any kind, whether claimed in tort, contract or otherwise, either concerning this Agreement or any other matter whatsoever, shall be brought within twelve (12) months after the accrual of the disagreement or controversy.
15. This Agreement is made under the provisions of the laws of the State of California and shall be interpreted under the laws of said State. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses incurred in the enforcement of this Agreement.

CUSTOMER SIGNATURE Both Pages 1 and 2 of this Agreement require your signature. By signing this Agreement, you acknowledge that you have read and understand it, and agree on behalf of Customer with all of its Terms and Conditions. **30-Day written notice is required to cancel policy.**

Signature: _____ Print Name: _____ Title: _____ Date: _____

Wrenhead Use Only: Date Received: _____ Processed By: _____ Billing Effective Date: _____

Catalog Customer # Issued: _____ Sales Group (VAR) #: _____ SRQM Updated: _____ ABCM # Issued: _____

cc: Finance– Please fax completed form to attention: Sandra 661-257-0829
Information Services Department