



MAINTENANCE MANAGEMENT SERVICES – CLIENT ENGAGEMENT LETTER

The purpose of this letter is to confirm the understanding that the undersigned (Client) has engaged American Truck Business Services (ATBS) to provide Maintenance Management Services (MMS). ATBS Maintenance Management Services include: Initial Fluid Sampling, Customized Preventative Maintenance Planning, Maintenance Budgeting, Maintenance Cost Tracking and Performance Reporting, and Unlimited Maintenance Consulting.

ATBS's standard fees for providing MMS will be based on our normal operating procedures. Standard fees will be paid to ATBS by the Client beginning with the month of engagement and will be due the first of each month thereafter. If Client's fees have been paid through a Dealer for a term specified below, after the expiration of this initial term, the Client will be responsible for paying ATBS's standard fees directly. If any additional work is required on Client's behalf, ATBS will notify and collect direct from Client additional fees as specified in ATBS's current rate schedule. If Client is paying ATBS through an arrangement with the company the Client is leased to, through an arrangement with a finance company, through an arrangement with a dealer, or through any other arrangement, ATBS has no responsibility for the funds collected until those funds are remitted to ATBS. ATBS will continue to provide MMS until Client notifies ATBS in writing that Client no longer needs ATBS's MMS. ATBS can cancel service at any time for non-payment of fees. If ATBS service is cancelled, ATBS reserves the right to retain any and all funds paid to ATBS for sign-up, setup, marketing expense, ongoing work relating to Client, enterprise expenses, etc.

This Letter does NOT constitute any type of equipment warranty or any guarantees of costs related to maintaining Client's equipment. All costs of maintaining and servicing equipment are the sole responsibility of the Client. Furthermore, ATBS MMS does NOT provide any guarantee against failure of the equipment for any reason. ATBS MMS provides knowledge, processes and systems to aid the client in making decisions regarding the maintenance and servicing of the equipment. It is the client's responsibility to have the maintenance and services performed at the client's cost.

Client represents that the information provided to ATBS is accurate and complete to the best of Client's knowledge. ATBS will review the information and supporting documentation and may ask for additional information or clarification of certain items.

Client agrees to allow ATBS to gather settlement, fuel, mileage, maintenance, warranty and any other relevant information from the company for whom the Client drives. In addition, Client agrees to allow

(a) ATBS to share monthly statements and any other relevant data regarding the Client with the company for whom the Client drives and the lender that finances Client's equipment and (b) the lender that finances Client's equipment to share information with ATBS regarding the equipment payment terms and any other financial or other relevant credit information regarding the equipment and/or inventory financed by such equipment lender.

The Client is ultimately responsible for the decisions regarding the maintenance and servicing of the equipment.

Should Client's equipment be selected for inspection by a government authority or as part of a lease requirement, ATBS will provide support regarding any maintenance history that Client has provided to ATBS or that ATBS has collected from other sources. Client may be billed at ATBS's standard rates, plus out of pocket expense for these services.

Client agrees that ATBS's liability for damages under this agreement, regardless of the form of action, shall not exceed the total amount paid for the services described herein. This shall be Client's exclusive remedy. This engagement letter shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Colorado.

This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by ATBS.

If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions

AGREED TO AND ACCEPTED: The foregoing is in accordance with Client's understanding of ATBS's engagement to provide Maintenance Management Services. By providing information to ATBS, you accept the terms of our engagement outlined in this letter.

ATBS appreciates this opportunity to serve you!

BY: _____ (Client Signature) _____ (PRINT: Client Name)

DATE: ____/____/____ SSN: ____-____-____ (Social Security Number)

____ VIN _____ Make _____ Model _____ Year

MAILING ADDRESS:

(Street Address)

____ (City) _____ (State) _____ (Zip)

EMAIL ADDRESS: _____

HOME PHONE: (____) _____ - _____ CELL PHONE: (____) _____ - _____

ATBS BUSINESS CONSULTANT: _____