

### EXHIBIT 3

#### **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc. TELEPHONE NUMBER, INTERNET DOMAIN NAME AND E-MAIL ADDRESS ASSIGNMENT**

This Assignment is made between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.** of 3400 Belle Chase Way Lansing, Michigan 48911-4251, hereinafter referred to as "Home Office," and \_\_\_\_\_, whose address is \_\_\_\_\_ hereinafter referred to as "Franchisee."

WHEREAS, Franchisee has obtained a license from Home Office for the operation of a business using Home Office's **TWO MEN AND A TRUCK®** franchise business system ("System"), which business Franchisee acquired by signing a Franchise Agreement dated \_\_\_\_\_ (hereinafter referred to as the "Franchise Agreement");

WHEREAS, in consideration of Home Office granting the license to Franchisee, Franchisee has agreed to sign an Assignment of its telephone number(s), internet domain name(s) and e-mail address(es) to Home Office to be effective upon the termination or expiration without renewal of the Franchise Agreement, or transfer of the Franchise Agreement without transfer of the telephone number(s), internet domain name(s) and/or e-mail address(es);

NOW, THEREFORE, it is hereby agreed as follows:

1. Telephone Information/Power of Attorney. Franchisee acknowledges that all telephone numbers will be used in the operation of, including advertising and marketing, its **TWO MEN AND A TRUCK®** business licensed by the Franchise Agreement, including but not limited to the following number(s): \_\_\_\_\_ . Upon the fulfillment of the conditions in Paragraph 3 below, these telephone numbers are assigned to Home Office or its successor or assign. This Assignment covers any number(s) used by the Franchisee in conducting advertising or marketing of its **TWO MEN AND A TRUCK®** business, whether or not the numbers are identified above. Franchisee hereby appoints Home Office as its attorney-in-fact to include in the Assignment, at any time, any telephone numbers used by Franchisee in the conduct of its **TWO MEN AND A TRUCK®** business. Failure to include such number(s) will not affect Home Office's rights regarding this Assignment.
2. Domain Name and E-mail Information/Power of Attorney. Upon the fulfillment of the conditions in Paragraph 3 below, Franchisee acknowledges that all domain

names and e-mail addresses used in the conduct of its **TWO MEN AND A TRUCK®** business licensed by the Franchise Agreement, including but not limited to: \_\_\_\_\_ are assigned to Home Office or its successor or assign. This Assignment covers not only the above domain name(s) and e-mail address(es), but any domain name(s) and e-mail addresses(s) used by the Franchisee in conducting advertising or marketing of its **TWO MEN AND A TRUCK®** business. Franchisee hereby appoints Home Office as its attorney-in-fact to include in the Assignment, at any time, any domain name(s) and e-mail address(es) used by Franchisee in the conduct of its **TWO MEN AND A TRUCK®** business. Failure to include such domain name(s) and/or e-mail address(es) will not affect Home Office's rights regarding this Assignment.

3. Assignment. Upon the expiration without renewal or termination of the Franchise Agreement, all of Franchisee's rights, title, and interest in and to the telephone number(s), domain name(s) and e-mail address(es) described in Paragraphs 1 and 2, above, are automatically assigned to Home Office. The Assignment becomes effective upon Home Office's notice (per paragraph 5 below) to the telephone company responsible for providing Franchisee's telephone service and internet company(ies) responsible for assigning domain names and/or e-mail addresses of Home Office's acceptance of the Assignment.
4. Consent. Franchisee hereby consents and authorizes any and all telephone companies, telephone directory services, internet companies and other public or private businesses using or authorizing any of said telephone numbers, domain names and/or e-mail addresses to immediately recognize this Assignment upon receipt of written notice from Home Office. A copy of this Assignment, certified by an officer of Home Office, is agreed to be as valid and binding as the original.
5. Notice. Home Office shall give notice of its acceptance of the Assignment of the telephone numbers, domain names and e-mail addresses by sending said Notices by first class mail and certified or registered mail with postage fully paid and depositing them in the United States Mails. Notices shall be sent in accordance with this paragraph to the Franchisee and to all other telephone companies, internet companies and other businesses that are to recognize the Assignment. All notices to the Franchisee shall be addressed to the address indicated above, or to any subsequent address of which Home Office receives written notice. Any notice delivered by mail in the manner set forth above shall be deemed delivered and received three days after mailing.
6. Pro-ration. All telephone charges and internet charges shall be pro-rated as of the time of Assignment, with Franchisee paying for all charges prior to the effectiveness of the Assignment.

IN WITNESS WHEREOF, the Parties here to have entered into this Agreement on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(corporate or other business name)

By: \_\_\_\_\_

Its:

**TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.**

By: \_\_\_\_\_  
Melanie L. Bergeron, CEO

## EXHIBIT 4

### SOFTWARE LICENSE ADDENDUM TO TWO MEN AND A TRUCK® FRANCHISE AGREEMENT

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc., a Michigan corporation, has its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office") and hereby grants this computer software license ("License") to \_\_\_\_\_ with offices at \_\_\_\_\_ ("Franchisee"), upon the terms set forth in this Agreement and subject to all the terms of the TWO MEN AND A TRUCK® Franchise Agreement between Home Office and Franchisee dated \_\_\_\_\_ ("Franchise Agreement"):

1. **License Grant:** Home Office grants to Franchisee a non-exclusive license ("License") to install and use one copy of the "Movers Who Care®" Franchise Management System Software and any other software Home Office may make available for use within the TWO MEN AND A TRUCK® franchise system ("Product"), and one copy of all subsequent upgrades on Franchisee's computer equipment, so long as this Agreement remains in effect. This License does not extend to other parties, even if they use the same computer equipment. Franchisee may change the computer on which Franchisee is authorized to use the Product to another computer within Franchisee's immediate organization only if the Product is no longer used on the former computer.

2. **Title:** Home Office has ownership of and will maintain title to the Product.

3. **Term:** This License shall run for a period of 3 months ("Period") and will be automatically renewed from Period to Period: (a) unless written notice to the contrary is given by Home Office, (b) Franchisee fails to pay any license fee and/or monthly maintenance fee, or (c) this License is terminated for another reason, including violations of other terms of this Agreement or terms of the Franchise Agreement.

4. **Payment for Use and Maintenance of Product:** During the term of this Agreement and upon commencing its TWO MEN AND A TRUCK® franchise business, Franchisee must pay Home Office a monthly Technology Support and Development fee as described in the Franchise Agreement, or if the amount is not explicitly stated in the Franchise Agreement, in an amount described in this Agreement or, if not explicitly stated in this Agreement, an amount as stated on the Home Office's fee schedule. Failure to make any payments due under this Agreement and/or the Franchise Agreement will constitute a material breach of this Agreement and the Franchise Agreement, and entitle Home Office to the rights and remedies described in paragraph 12.

5. **Maintenance:** Home Office or its agent will be responsible for maintaining the Product. Franchisee is required to maintain, at its expense, telephone and/or broadband lines for simultaneous voice and internet connections with Home Office. The technical support Home Office provides will include responses to questions related to the use of the Product, assistance in installing and using the Product and assistance in installing and using any Product upgrades offered. Home Office will not provide support for the computer equipment, third-party software products, non-current versions of the Product, or general operating systems.

6. **Training:** The Products' initial license fee covers the cost of initial training of Franchisee's Employees, either at Home Office's offices or over the telephone. Home Office or an

agent it may designate may provide additional training Franchisee requests provided Franchisee pays all the expenses for such training.

7. **Making Copies and Other Manipulation of the Product:** Franchisee must not copy, disassemble decompile or otherwise reverse-engineer the Product in whole or in part, nor permit other persons or entities to do so. Franchisee agrees not to create derivative works from the Product, or use or attempt to obtain any techniques, algorithms, processes, trade secrets, or proprietary information contained in the Product.

8. **Protection of Product:** Franchisee agrees not to make available to any party the Product or any of its parts. Franchisee agrees to take appropriate action with its Employees and any other parties with access to the Product to obtain assurances of non-disclosure consistent with this Agreement. Franchisee recognizes that the Product is Home Office copyrighted property and represents a large investment of human and financial resources of Home Office, is a trade secret of Home Office, and contains confidential information. Franchisee agrees to keep the Product, and all related materials, confidential. Franchisee will use its best efforts, including any reasonable security precautions as Home Office may request, to insure that the proprietary rights of Home Office are preserved to the fullest extent possible under the law. In addition to the rights described under paragraph 12 of this Agreement, Home Office can seek appropriate injunctive relief in connection with any violation of its copyrighted materials or trade secrets, and can bring an action at law where appropriate.

9. **Assignment, Transfer and Sub-Licensing:** This License cannot be assigned or sub-licensed by Franchisee to any other person or entity, unless written authorization is given by Home Office's President to do so. Franchisee cannot rent, lease, transfer, network, reproduce, display, or otherwise distribute the Product except as specifically provided in this License. Franchisee understands that unauthorized reproduction of copies or use, or transfer of the Product will entitle Home Office to recover damages and reasonable attorneys fees for enforcing its rights under this Agreement.

10. **Limited Warranty and Disclaimer of Liability:** Home Office does not and cannot warrant the performance or results that may be obtained by use of the Product, although it states that, to the best of its knowledge, the Product is free of any material defects. Franchisee acknowledges that the Product is of such complexity that it may have certain defects when delivered. Franchisee agrees that Home Office's sole liability will be to correct program errors in the Product. Home Office will not be responsible for correcting problems due to: (a) defects in Franchisee's computer hardware, (b) interaction with other non-standard software, (c) Franchisee's incorrect handling of or use of the Product. All warranties hereunder extend only to the Franchisee. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability:** HOME OFFICE IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS FROM ANY CAUSE ARISING OUT OF OR IN ANY WAY CONNECTED

WITH THE PRODUCT, NOR FOR ANY CLAIM OR DEMAND BY OR AGAINST FRANCHISEE. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO FRANCHISEE.

12. **Termination by Home Office:** The parties agree that any of the following will be a default under the terms of this Agreement, will entitle Home Office to terminate this Agreement, and will authorize Home Office to terminate Franchisee's access to the Product upon ten (10) days written notice, or as written notice is required under the terms of Franchisee's Franchise Agreement, whichever is less:

- a. Failure to maintain Franchisee's **TWO MEN AND A TRUCK®** franchise in good standing;
- b. Failure to make timely payments of any kind to Home Office, and failure to timely cure same;
- c. Failure to comply with any and all of the terms and/or covenants of this Agreement or the Franchise Agreement;
- d. Termination of the Franchise Agreement for any reason;
- e. Franchisee's declaration of bankruptcy or in the event of Franchisee's insolvency;
- f. Appointment on behalf of Franchisee of a trustee or receiver.

Upon termination of this Agreement, Franchisee will immediately deliver to Home Office all Products and copies of Products and related materials in its possession including, but not limited to, the original "Movers Who Care®" Franchise Management System Software CD-Rom and a complete backup of the data on a zip disk.

Even if Home Office enforces its rights under this paragraph 12, Home Office can also enforce any and all other right(s) and/or remedies it may have under law and/or under the terms of this Agreement and/or the Franchise Agreement.

13. **Termination by Franchisee:** If Home Office breaches this Agreement; Franchisee must give Home Office written notice of the breach. Home Office will have ten (10) days from the date notice is provided to cure the breach. If the breach is not cured within the 10-day period, Franchisee will be entitled to immediately terminate this Agreement.

14. **Miscellaneous:** If any part of this Agreement is found to be unenforceable, such findings will not invalidate the other parts of this Agreement. This Agreement expresses the entire understanding of the parties with respect to the subject matter herein. This Agreement will be construed in accordance with the laws of the State of Michigan, and will be deemed to have been made in the State of Michigan. This Agreement may not be changed orally, but only by an

agreement in writing and signed by the party against whom enforcement of any change is sought. Modifications may only be approved on behalf of Home Office by its President.

Signed and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.**

\_\_\_\_\_  
(Franchisee's Name)

By: \_\_\_\_\_  
Melanie L. Bergeron, CEO

By: \_\_\_\_\_  
Its

## EXHIBIT 5

### TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.

#### INTRANET USER AGREEMENT TERMS OF USE

**TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.** ("Home Office") has developed a password-protected intranet site that allows franchisees and their employees to view and print Home Office's confidential Operations Manual to download approved local advertising materials, to communicate with Home Office and each other, and to have access to many other confidential resources. Home Office calls this facility the **TWO MEN AND A TRUCK®** Intranet. Following are the terms and conditions of use of Home Office's Intranet ("Terms of Use"). Please read them carefully. When you respond to this e-mail message with this statement: "I AGREE TO BE BOUND BY ALL OF **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.**'s INTRANET TERMS OF USE," Home Office will issue a special User ID and passwords to you. By logging onto Home Office's Intranet the first time, you confirm that you are eligible to access Home Office's Intranet and that you **and your Employees** agree to observe and be bound by all these Terms of Use. **Each of your Employees, including all officers and directors of your franchise, must sign a Non-Disclosure Agreement in the form attached to this Terms of Use prior to their access to Home Office's Intranet. You must retain a hard copy of the signed Non-Disclosure Agreements in your franchise's files, available for review when requested by Home Office. Failure to obtain the signed Non-Disclosure Agreements and failure to provide them to Home Office when requested could cause you to suffer substantial liability.**

#### Section 1: Introduction

These Terms of Use constitute a part of Home Office's Operations Manual. Home Office reserves the right to modify this Terms of Use, just as it reserves the right to modify, amend or supplement its Operations Manual.

Home Office's Intranet is provided "AS-IS" and "AS AVAILABLE". Home Office assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any of your communications or settings.

To use Home Office's Intranet, you must be able to access the World Wide Web, and you must pay any Internet access fees associated with your access. You must also provide all equipment necessary to connect to the World Wide Web, including a computer and modem or other access device.



## **Section 2: Passwords and Security**

You will receive your initial User ID and passwords from Home Office. If you wish to change your passwords, you may do so by contacting Home Office and providing it with the passwords you desire. Home Office does not retain the passwords, so if you forget your passwords, you must contact Home Office and create new ones. Because anyone who uses your User ID passwords gains access to Home Office's confidential Operations Manual and other confidential information, you must take great care to maintain the confidentiality of your passwords and User ID. Neither you nor your Employees may use another's User ID and passwords to access Home Office's Intranet.

You should memorize your User ID and passwords. If you need to write them down, do not record your User ID at the same place you record your passwords. You are responsible for maintaining the confidentiality of your User ID and passwords, and you are responsible for all activities that occur under your User ID and passwords. If you are a Franchisee, you are also responsible for the use your Employees may make of their User IDs and passwords.

You agree: (a) to notify Home Office immediately of any unauthorized use of your User ID or passwords, or any other breach of security that comes to your attention, and (b) to log out of your Home Office Intranet account at the end of each session.

Home Office cannot and will not be liable for any loss or damage arising from your failure to comply with the requirements of this Section 2.

## **Section 3: Privacy and Data Collection**

Your first and last names are transmitted with each message sent under your User ID. Home Office will record your User ID when it is issued to you. Home Office records each instance that your User ID and password are used to access Home Office's Intranet. Home Office may also record the time and duration of each session of your User ID's use of Home Office's Intranet. Home Office may record the number of instances that you access certain information on the Home Office Intranet, such as when you open and update your copy of the Operations Manual or the number of instances and the frequency of accessing the Operations Manual. Home Office will not provide information you provide about your Customer base, Customer profile and other demographic information to our Participating Suppliers.

## **Section 4: Confidentiality of Certain Information**

The confidentiality of all items pertaining to the Intranet are bound by the provisions of Article VIII, Section 1 of the Franchise Agreement, and as noted above, your Employees must sign the non-disclosure agreement attached to this Terms of Use.

## **Section 5: Conduct**

As a condition of your continuing use of Home Office's Intranet, you promise that you will not use it for any purpose that is unlawful or prohibited by these Terms of Use. Home Office provides its Intranet to Franchisees, their Employees and Home Office's approved Participating Suppliers only for exchanges of information and other uses directly related to

Home Office's franchise System. You may use Home Office's Intranet only for purposes related to the operation of your franchise and not for personal or unrelated business use. Any unauthorized use of Home Office's Intranet is expressly prohibited, and Home Office reserves the right delete inappropriate material and to suspend the account of any person who uses its Intranet for an unauthorized purpose.

You should understand that all messages, data, text, photographs, graphics, video and other materials or information transmitted via Home Office's Intranet (except information that we post), whether posted for general viewing or transmitted privately ("User Content"), are the sole responsibility of the person from whom an item of User Content originated. If you upload, post, e-mail or otherwise transmit any User Content, you are responsible for its compliance with these Terms of Use. Home Office does not screen, edit or control User Content, and Home Office does not accept responsibility for its Intranet's truthfulness, accuracy or suitability. Under no circumstances will Home Office be liable in any way for any User Content, including errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, e-mailed or otherwise transmitted via Home Office's Intranet.

You agree not to use Home Office's Intranet to:

1. upload, post, e-mail or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise offensive;
2. impersonate any person or entity;
3. disguise the authorship or origin of any User Content you transmit;
4. upload, post, e-mail or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary information and confidential information);
5. upload, post, e-mail or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person;
6. upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation;
7. upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than normal, or otherwise act in a manner that negatively affects other users' ability to engage in orderly exchanges;
9. interfere with or disrupt servers or networks connected to Home Office's Intranet;
10. "stalk" or otherwise harass another; or
11. collect or store personal data about other users.

Home Office reserves the right, in its sole discretion, to block or remove any objectionable User Content that you transmit available via its Intranet. Without limiting the breadth of Home Office's right, you are advised that Home Office has the right to remove any User Content that violates these Terms of Use, your Franchise Agreement or is otherwise objectionable (in Home Office's sole discretion).

Home Office stores and preserves User Content in accordance with established policy and may disclose it if required by law or in the good faith belief that such disclosure is reasonably necessary: (a) to comply with legal process, (b) to enforce these Terms of Use, (c) to respond to claims that any User Content violates the rights of third-parties, or (d) to protect the rights, property and personal safety of Home Office and its Employees, Franchisees and Participating Suppliers.

Home Office can transmit and store your User Content over various networks, computer servers and other technological means, and it can modify your User Content to conform and adapt it to technical requirements of connecting networks or devices.

Home Office will immediately suspend or terminate the rights of any User ID that it believes, in its sole discretion, is being used to disseminate spam or other unsolicited bulk e-mail. In addition, because damages are difficult to quantify, you agree to pay Home Office liquidated damages of \$5 for each piece of spam or unsolicited bulk e-mail transmitted under or otherwise associated with your User ID.

#### **Section 6: Ownership of User Content**

Any User Content that you transmit via Home Office's Intranet will be Home Office's property, and it may reproduce, distribute, transmit, publish, sell or otherwise commercially exploit any such User Content in any manner or through any medium it chooses.

#### **Section 7: Indemnity**

You indemnify and agree to hold Home Office and its subsidiaries, affiliates, officers, directors, agents, Employees, co-branders or other partners, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party with respect to or arising out of User Content you submit, post to or transmit through Home Office's Intranet, your use of the Home Office's Intranet, your violation of these Terms of Service, or your violation of any rights of another.

#### **Section 8: Use and Storage**

Home Office can establish general practices and limits concerning use of its Intranet, including the maximum number of days that e-mail messages, message board postings or other uploaded User Content will be retained on or by Home Office's Intranet, the maximum number of e-mail messages that can be sent from or received by an account, the maximum size of any e-mail message that can be sent from or received by an account, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you can access Home Office's Intranet in a given period. Home Office

disclaims any responsibility or liability for the deletion or failure to store any messages and other communications or other User Content maintained or transmitted by its Intranet. Home Office has the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

### **Section 9: Modifications to Home Office's Intranet**

Home Office reserves the right at any time to modify or discontinue, temporarily or permanently its Intranet (or any of its features), with or without notice. You agree that Home Office will not be liable to you, your agent, employee, assign or to any third party for any modification, suspension or discontinuance of Home Office's Intranet.

### **Section 10: Termination**

Home Office may suspend your password, your e-mail account or other use of its Intranet, and remove and discard any of your User Content if you violate these Terms of Use. Any violation or breach of these Terms of Use by you or your Employees will be deemed a breach of your Franchise Agreement. If you repeatedly breach these Terms of Use, Home Office can terminate your password, e-mail account or other use of its Intranet and thereafter supply you paper copies of its Operations Manual, including but not limited to bulletins and other materials that it is required to provide you under the terms of your Franchise Agreement. Home Office will not be liable to you, your agent, Employee, assign or any third-party for any termination or suspension of your access to the its Intranet.

### **Section 11: Links and Advertising**

Home Office's Intranet may provide, or third parties (i.e., other franchisees) may provide, links to other World Wide Web sites or resources. Home Office is not responsible for the availability of such external sites or resources, and it neither endorses nor assumes any responsibility for any content, advertising, products, or other materials on or available from such sites or resources. Home Office will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Your business dealings with, or participation in promotions of, advertisers found on or through Home Office's Intranet, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. Home Office will not be responsible or liable for any loss or damage of any kind you incur as the result of any such dealings or as the result of the presence of such advertisers on its Intranet.

Home Office may link its Intranet to the websites of third parties, including other electronic service providers, affiliates and other providers of goods and services.

Home Office may place legal notices, disclaimers, its corporate logos and slogans, advertisements, endorsements, trademarks and other identifying information on its Intranet, all of which it may modify, expand or eliminate at its option. All consideration (monetary and

non-monetary) received by Home Office on account of the placement or sale of advertisements, endorsements and sponsorships on its Intranet will belong only to Home Office.

### **Section 12: Intellectual Property Rights**

Home Office grants you a personal, non-transferable and non-exclusive right and license to use the object code of the Software (defined below) on your computers. You promise not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or to sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, either directly or through your employees or independent contractors. You agree not to modify the Software in any manner or form, or to use modified versions of the Software for any purpose, including (without limitation) that of obtaining unauthorized access to Home Office's Intranet. You agree not to access Home Office's Intranet by any means other than the interface Home Office provides for use in accessing it.

Home Office is the owner, and will retain all rights, title and interest in and to all Owner Content (as defined below) prepared for, or used on, its Intranet, and all intellectual property rights in or to any of them.

"Owner Content" means all text, images, sounds, files, videos, designs, animations, layouts, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through Home Office's Intranet that posts or provides.

"Software" means computer programs and computer code (e.g., HTML, Java) used for, with or on Home Office's Intranet, excluding any software programs owned by third parties.

### **Section 13: Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF HOME OFFICE'S INTRANET IS AT YOUR SOLE RISK. HOME OFFICE'S INTRANET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HOME OFFICE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. HOME OFFICE MAKES NO WARRANTY THAT: (i) HOME OFFICE'S INTRANET WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF HOME OFFICE'S INTRANET WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH HOME OFFICE'S INTRANET WILL MEET YOUR EXPECTATIONS, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

#### **Section 14: Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER HOME OFFICE NOR OUR AFFILIATES, CONTRACTORS, SPONSORS OR LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HOME OFFICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) YOUR USE OF OR INABILITY TO USE HOME OFFICE'S INTRANET; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM HOME OFFICE'S INTRANET; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR OTHER USER CONTENT; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON HOME OFFICE'S INTRANET; OR (v) ANY OTHER MATTER RELATING TO HOME OFFICE'S INTRANET.

#### **Section 15: Notices**

Notices to you or Home Office may be made by any manner permitted in your Franchise Agreement. In addition, Home Office's Intranet may also provide notices of changes to these Terms of Use or other matters by displaying notices or links to notices to you generally on its Intranet.

#### **Section 16: General**

These Terms of Use constitute the entire agreement between you and Home Office relating to your use of its Intranet and govern your use of its Intranet, superceding any prior agreements between you and Home Office. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms of Use and the relationship between you and Home Office are governed by the laws of the State of Michigan without regard to its conflict of law provisions.

Home Office's failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Home Office's Intranet or these Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

**Section 17: Violations**

Please report any violations of these Terms of Use to Home Office's Director of Information Systems.

**ACCEPTED FOR:**

\_\_\_\_\_  
Franchisee

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

(Title)

**TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.**

By: \_\_\_\_\_

Melanie L. Bergeron, CEO

## EXHIBIT 6

### **“TRUCKIE” ADDENDUM** **TWO MEN AND A TRUCK® FRANCHISE AGREEMENT**

This Addendum is between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.**, a Michigan corporation (“Home Office”), and \_\_\_\_\_ (“Franchisee”).

Home Office and Franchisee entered into a **TWO MEN AND A TRUCK®** Franchise Agreement, dated \_\_\_\_\_ (“Franchise Agreement”).

By mutual agreement of Home Office and Franchisee, and for consideration hereby acknowledged by the parties, the Franchise Agreement is amended to add the following terms:

1. Franchisee desires to license a “Truckie” mascot to promote Franchisee’s **TWO MEN AND A TRUCK®** business and/or for community outreach services. Franchisee hereby selects one of the two following options as indicated in the box checked below:

- Option A:** Franchisee has the exclusive right to use a “Truckie” upon making the following royalty payments to Home Office: (a) the cost of manufacturing a “Truckie” (\$3,115 as of April 2002, which amount may change without notice at any time), (b) all the costs related to the transportation of the “Truckie” to the Franchisee’s business location (invoiced at the time “Truckie” is delivered to Franchisee), and (c) \$100 per calendar year (invoiced when “Truckie” is delivered and then at the beginning of each calendar year thereafter), pro-rated for portions of calendar years. The payment for manufacturing a “Truckie” is due upon Franchisee’s signing of this Addendum. The remaining royalty payments are due within 5 business days of the date Franchisee is invoiced to pay them. Franchisee may not, without written authorization from Home Office, allow any other franchisee to use the “Truckie” licensed to Franchisee. Home Office will deny or grant such authorization using its best business judgment. If Franchisee “transfers” its franchise to a new franchisee, the new franchisee, may license and take possession of “Truckie,” so long as it has signed a **TWO MEN AND A TRUCK®** Franchise Agreement and Addenda, including a “Truckie” Addendum. Otherwise “Truckie” must be returned to Home Office prior to the “transfer.” All payments made are licensing fees and are not included as a part of the 3% local advertising fee Franchisee must expend under the terms of its Franchise Agreement.
- Option B:** A group of Franchisees (if each member of the group is in compliance with its respective Franchise Agreement), may form a cooperative to share the rights to use a “Truckie” subject to payment of the following royalties:



- (i) a royalty equal to the cost of manufacturing and delivering a “Truckie” to any location (it costs \$3,195 to manufacture a “Truckie” as of December 2003, which amount may change without notice), and
- (ii) a \$100 annual royalty fee, pro-rated among participating franchisees.

The “Truckie” Franchisee Cooperative must submit a signed “Truckie” Addendum from each Franchisee member of the cooperative along with the following:

- (i) a list of the Franchisee Cooperative members
- (ii) a plan describing how “Truckie” will be scheduled for use among members and how date conflicts will be addressed
- (iii) a plan describing how Truckie’s appearance will be maintained and fees for maintenance pro-rated, and a
- (iv) description of how the annual “Truckie” royalty fee will be prorated

Franchisee members of the cooperative cannot allow any non-member to use the “Truckie” licensed to the cooperative group without prior written authorization from us. We will grant or deny such requests based on its best business judgment.

All Franchisee cooperative members agree that “Truckie” will be available for inspection at every franchise business consultation.

If a member of the cooperative transfers its franchise rights to a new franchisee pursuant to our policy, the new franchisee can sign a “Truckie” Addendum replacing the prior cooperative member provided the prior member was in good standing with the cooperative at the time of the transfer. All payments for the use of “Truckie” are licensing fees, and not included as a part of the 3% local advertising fee Franchisee must expend under the terms of its Franchise Agreement.

2. Whether Franchisee selects Option A or Option B, above, Franchisee acknowledges that it is licensing “Truckie” for the promotion of Franchisee’s **TWO MEN AND A TRUCK®** business and/or for community outreach services. In no event, however, may “Truckie” be displayed at costume parties or Halloween events or other events in which “Truckie” is intended or likely to be construed as nothing more than a decorative costume. “Truckie” must be displayed at all times in such a manner that it is recognized as **TWO MEN AND A TRUCK®**’s mascot.

3. Whether Franchisee selects Option A or Option B, above, the following terms and conditions must be satisfied by Franchisee and, where applicable, the individual(s) Franchisee

assigns to wear "Truckie." Franchisee is responsible for informing the individual(s) it assigns to wear "Truckie" of the requirements of this Addendum:

- "Truckie" must be worn at all times by a legally competent adult;
- "Truckie" must be donned and removed in a private setting so that the public does not learn the identity of the individual wearing "Truckie." The identity of the individual wearing "Truckie" must remain anonymous to the public at all times;
- While wearing "Truckie," individuals may not engage in any unprofessional behavior, including but not limited to: swearing, making lewd comments or gestures, consuming alcohol, smoking, being involved in any illegal activities, or any other activity that would cause **TWO MEN AND A TRUCK®**'s name, service marks or "Truckie" mascot's reputation to be harmed;
- For the safety of "Truckie" and others, "Truckie" must have a guide accompany it at all times it is before the public;
- Franchisee may not customize the "Truckie" outfit in any way (i.e. no local phone numbers, no city identifications, etc.);
- Franchisee must take all necessary precautions, and bear all costs necessary to maintain "Truckie" in good repair, maintain its cleanliness and avoid damp or dirty conditions or other conditions that could cause damage to "Truckie";
- "Truckie" may only be used for business and community service purposes;
- Franchisees using "Truckie" must have liability insurance coverage, obtaining a rider to the business insurance policy, if required, to cover any and all liabilities that may arise due to the use of "Truckie," including injury to the individual wearing "Truckie." **Per the terms of each Franchise Agreement and this Addendum, Franchisee agrees to indemnify and hold harmless Home Office for any claims, liabilities or losses that it may incur as a result of a Franchisee's or its agent's use of "Truckie."**

4. If "Truckie" is not in good repair, Home Office may bar Franchisee, upon written notice, from using "Truckie" until Franchisee has reconditioned "Truckie" so that it is in good repair.

5. If Franchisee's Franchise Agreement expires or terminates for any reason, Franchisee must return "Truckie" to Home Office immediately upon expiration or termination.

6. A violation of this Addendum is a violation of the Franchise Agreement and shall

give rise to all the rights that Home Office has under the Franchise Agreement.

All other terms of the Franchise Agreement shall continue in full force and effect.

This Addendum is signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.**

\_\_\_\_\_  
(Franchisee)

By: \_\_\_\_\_  
Melanie L. Bergeron, CEO

By: \_\_\_\_\_

Its: