

AUTOZONE.COM LINKING AGREEMENT

Thank you for your interest in placing links to the AutoZone homepage(s) on your website(s). If you would like to place such a link on your website(s), you must do the following:

- Print out this agreement.
- Provide all requested information.
- Sign your name at the bottom of the agreement or have the agreement signed by authorized representatives of your company, as appropriate.
- Fax the printed and signed document to 901-495-8316 Attention: General Counsel

Within ten (10) business days of our receipt of this completed document you will receive an e-mail which will direct you to a special page within AutoZone.com that has AutoZone logos you can place on your web site for linking purposes only.

PLEASE PROVIDE THE FOLLOWING INFORMATION

1. Your name: _____
2. Your company: _____
3. Your contact information:
Primary contact: _____
Title: _____
E-mail address: _____
Telephone number: _____
Address: _____

4. Your site(s)' URL: _____
5. URL of the site(s) linking to the AutoZone site(s): _____
6. Does your site contain pornographic, violent or any type of discriminatory material?
Yes _____ No _____

LINKING AGREEMENT TERMS AND CONDITIONS (Please read completely before signing)

1. License. AutoZone.com, Inc., ("AutoZone.com") hereby grants to you, and you hereby accept, a non-exclusive, non-transferable license to display a Link (as defined below) to the selected home page(s) of AutoZone.com (the "Selected Site(s)") on the World Wide Web site(s) owned or operated by you and identified above (the "Linking Site(s)"):

	www.autozone.com
	www.autozonepro.com
	www.duralastparts.com

Such Link shall consist solely of the AutoZone logo (the "Logo") as specified by AutoZone.com from time to time. You may not modify, edit or in any way alter the Logo in any manner. Nothing in this Agreement shall grant to you

any rights in the Logo, the Selected Site(s) or any other intellectual property of AutoZone or any of its subsidiaries or affiliates, other than as expressly set forth herein. For purposes of this Agreement "Link" shall mean a hypertext link located on the Linking Site(s) which shall only link directly to the home page(s) of the Selected Site(s) selected above (as such URL may be modified from time to time), and which shall be implemented by the Linking Party solely in accordance with this Agreement.

2. Guidelines. You agree to comply with the following guidelines:

- (a) You may use only the Logo in the specific format provided to you by AutoZone.com, as such Logo and format may be modified and provided to you by AutoZone.com from time to time. Such Logo and format shall be provided to you after you agree to be bound by the terms and conditions of this Agreement by clicking on the "I Agree" button on the bottom of this page.
- (b) You may only use the Logo on the Linking Site, and not in any other manner. The Logo must always be an active link to the homepage of the Selected Site(s) and not to any other page, as "deep linking" past the Selected Site(s)' homepage is strictly prohibited. Any Links must display such homepage exactly as it has been created by AutoZone; no "framing" or other alterations or additions are permitted.
- (c) The Logo may be used only on web pages that make accurate references to AutoZone, the Selected Site(s) and AutoZone.com, or its affiliates or subsidiaries or their products or their services, and must be displayed adjacent to the reference or at the bottom of the same page. Your web page title and other trademarks and logos must appear at least as prominent as the Logo. You may not display the Logo in any manner that implies sponsorship, endorsement, or license by AutoZone.com, AutoZone, Inc. or any of their affiliates or subsidiaries.
- (d) The Logo must appear by itself, with a minimum of 10 pixels of spacing between each side of the Logo and the other graphic or textual elements on your page. The Logo may not be used as a feature or design element of any other logo.
- (e) You may not alter the Logo or any elements thereof in any manner, including size, proportions, colors, etc., or animate, morph or otherwise distort their perspective or appearance.
- (f) You may not use the Logo on any site that disparages AutoZone.com or any of its subsidiaries or affiliates (including, without limitation, AutoZone, Inc. and ALLDATA LLC) or their respective products or services.

3. Representations and Warranties. You hereby represent and warrant to AutoZone.com that you (a) have the right, power and authority to enter into this Agreement and perform your obligations as set forth herein, (b) are under no obligation or restriction, nor will you assume any such obligation or restriction, that does or would interfere or conflict with your obligations under this Agreement, (c) the information provided above is true, correct and complete, and (d) understand and agree that AUTOZONE, AUTOZONE with Design and all other marks provided to you by AutoZone.com are registered service marks or trademarks of AutoZone.com or of its affiliates or subsidiaries and that all rights in and to the Logo not granted herein are reserved by AutoZone.com and its subsidiaries and affiliates.

4. Covenants. You hereby covenant and agree with AutoZone.com that (a) you shall comply with AutoZone.com's Privacy Policy and Usage Agreement, each as in effect from time to time, (b) the Linking Site(s) shall not be operated in violation of any applicable federal, state or local law, rule or regulation, (c) the content included on the Linking Site(s), as well as the operation of the Linking Site(s), will not violate or infringe the copyright, trademark, trade name, patent, literary, intellectual, artistic or dramatic right, right of publicity or privacy or any other right of any entity or person or contain any material which is libelous, slanderous or obscene, (d) if any of the information provided above changes at any time, you will notify AutoZone.com as specified below in Section 10, and (e) the Linking Site(s) shall not publish, link to, sell or otherwise distribute Adult Content (as defined below), and you will remove any such Adult Content as soon as you become aware, or are made aware, of such Adult Content. For purposes of this Agreement, "Adult Content" means any material, including textual, audio or video material, which is violent or pornographic or which contains nudity, explicit violent or sexual material or depictions of violent or sexual acts.

5. Use of Data. You shall not have the right to use, publish, share, sell or otherwise distribute any data collected with respect to users of the Linking Site(s) which relate to (i) their clicking on a Link, (ii) their use of the Selected Site(s), or (iii) any other information deemed proprietary by AutoZone.com.
6. Disclaimer of Warranties. AUTOZONE.COM HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE LOGO, THE AUTOZONE.COM SITE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AutoZone.com obtains the content appearing on the Selected Site(s) from sources that it considers to be reliable; however, neither AutoZone.com nor any of its vendors warrants the accuracy or completeness of such content.
7. Limitation of Liability. IN NO EVENT SHALL AUTOZONE.COM, NOR ANY OF ITS AFFILIATES OR SUBSIDIARIES, BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, SAVINGS, DATA OR USE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE LACK OF A REQUIREMENT OF ANY MONETARY PAYMENT HEREUNDER IS BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Without limiting the foregoing, AutoZone.com, its affiliates, subsidiaries and its vendors shall have no responsibility for any monetary damages under any contract, tort or other legal or equitable theory, regardless of the form of the action. Such limit shall apply whether or not AutoZone.com or any of its subsidiaries, affiliates or its vendors have been advised of the possibility of such damages. In the event that you are in a jurisdiction that does not allow such limitations, the parties agree that in no event shall any damages incurred by you (for which AutoZone.com, its affiliates, subsidiaries or vendors are found liable) under this Agreement exceed in aggregate fifty United States dollars (US\$50.00).
8. Indemnity. You shall indemnify and hold harmless AutoZone.com, its affiliates and subsidiaries, and their respective officers, directors, members, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any misrepresentation or breach of your representations and warranties set forth in this Agreement; and (b) any non-compliance by you with any covenants, agreements or undertakings of Linking Party contained in or made pursuant to this Agreement.
9. Term and Termination.
 - (a) The term of this Agreement shall begin on the date you agree to be bound by the terms hereof by clicking on the button below labeled "I Agree" and shall continue on a month to month basis until terminated as provided herein.
 - (b) AutoZone.com may terminate this Agreement immediately at any time upon notice to Linking Party.
 - (c) Linking Party may terminate this Agreement at any time upon thirty (30) days prior written notice to AutoZone.com.
 - (d) This Agreement shall terminate automatically and simultaneously with the time Linking Party is in violation of this Agreement.
 - (e) Whether or not AutoZone terminates this Agreement as provided herein, AutoZone reserves the right to take action against any use that does not conform to this Agreement, infringes any intellectual property or other right of AutoZone, or violates applicable law.
 - (f) Immediately upon the termination of this Agreement, you shall disconnect all links to the Selected Site(s) and cease all use of the Logo. The provisions of sections 3, 4, 5, 6, 7, 8, 9(f), 11 and 13 hereof shall survive the termination of this Agreement.
10. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, by first class, regular mail as certified or

registered mail with postage prepaid. Notices to you shall be sent to the address specified above by you. Notices to AutoZone.com should be sent to the following address:

AutoZone.com
PO Box 2198, Dept. 8025
Memphis, Tennessee 38103
Attention: Senior Vice President—E-Commerce

With Copy to:
AutoZone.com
PO Box 2198, Dept. 8074
Memphis, Tennessee 38103
Attention: General Counsel

You may change your address for notices by giving us written notice in the manner set forth above. AutoZone.com may change its address for notices by updating this page. In the event you have not indicated an address, or your address is no longer current, AutoZone.com may use (i) the address indicated for the owner of the URL of the Linking Site in the database maintained by Network Solutions, Inc., or any other applicable domain registration authority, or (ii) the e-mail address of the webmaster of the Linking Site, or any other similar e-mail address specified on the Linking Site.

- 11. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to the conflicts of laws provisions thereof. The parties hereby submit to the exclusive jurisdiction of the federal and state courts located in the County of Shelby, State of Tennessee, and any action or suit under this Agreement shall only be brought by the parties in any federal or state court with appropriate jurisdiction over the subject matter established or settled in the County of Shelby, State of Tennessee. The parties shall not raise in connection herewith, and hereby waive, trial by jury and/or other defenses based upon the venue, the inconvenience of forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any action or suit brought pursuant to this Agreement.
- 12. Amendment. AutoZone.com reserves the right in its sole discretion to amend this Agreement by providing you with prior written notice thereof. If you do not wish to be bound by any such amendments, you may terminate this agreement within thirty (30) days of receiving notice of such amendment by providing written notice of termination to AutoZone.com.
- 13. Miscellaneous. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other reasonable expenses. This Agreement constitutes the entire agreement between the parties and supersedes all oral or written agreements and understandings made and entered into by the parties prior to the date hereof. You may not assign this Agreement in whole or in without the prior written consent of AutoZone.com. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement shall not be construed or deemed to create any partnership, joint venture, agency, franchise, or other form of agreement or relationship than as expressly set forth herein.

AGREED TO:

COMPANY: _____

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____