

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is by and between **Interpelago Informational Platforms, Inc.**, the ("Provider") with a principle place of business at _____ and _____ ("Customer"). The Agreement is effective on _____ ("Effective Date").

1. Definitions:

"Confidential Information" means all non-public information whether oral, written or other tangible form, which is either designated as proprietary or confidential, or which under the circumstances surrounding its disclosure or content, the recipient has reason to know should be treated as confidential.

"Customer Collateral" means the data, images, marks, logos, designs, colour schemes and other content that are provided by Customer to Provider for use in the creation and customization of the user interfaces of the Service.

"Customer Visitors" means Internet users, who access the Service, and who are authorized by Customer to access the Service.

"Documentation" means all imbedded help files, and related technical documents that Customer receives from Provider in conjunction with the license of the Service.

"Hosting Service" means the hosting services provided by the Provider as described in Section 3.2.

"Intellectual Property Rights" means collectively, any and all patents, businesses processes, data rights, copyrights, trademarks, service marks, trade names, trade secrets, know-how or any other intellectual property rights, whether registered or unregistered, arising or enforceable under United States law, or the law of any other jurisdiction or treaty regime.

"Service" means the Web Service, Hosting Service, Training Service, and Support Service provided by Provider.

"Support Services" means the maintenance and support services provided by the Provider as described in Section 3.4.

"Training Services" means the training services provided by the Provider as described in Section 3.8.

"Visitor Content" means the text and other content provided by a Customer Visitor and used by such Customer Visitor while accessing the Service.

"Web Services" means access to the web-based software application that allows for the coordination and

collaboration among Customer and Customer Visitor and as further specified in Section 3.

2. Scope and Acceptance.

2.1 **Scope.** As promptly as practicable after the Effective Date, Customer will make available in electronic format to Provider the Customer Collateral to be displayed on the customized user interfaces of the Web Service. Provider will customize the user interfaces and user galleries of the Web Service to include Customer Collateral as promptly as practicable after Customer makes the Customer Collateral available. Customer grants Provider a non-transferable, non-exclusive, limited license, solely during the Term, to use, reproduce, modify, display and perform the Customer Collateral to create the Web Service.

2.2 **Beta.** Provider will make the Web Service available to Customer, in beta format, for review and approval either (i) by means of password access to a non-public server where the Web Service is displayed for Customer or (ii) by emailing the html page containing presentation of the Web Service to Customer for approval. If Customer does not provide the Customer Collateral in a timely manner upon request from Provider, then Provider shall not be responsible for, and Customer shall excuse in full, any delay in the deliver of the Web Service hereunder.

2.3 **Acceptance.** Customer will have fifteen (15) days (the "Acceptance Period") after the date at which the Web Service is made available to Customer as described above, in which to test Web Service to determine whether the Web Service conforms to the Documentation. By the end of the Acceptance Period, Customer will either accept or reject the Web Service by written notice to Provider. If Customer rejects Web Service, Customer will provide to Provider a list of any nonconformities of Web Service to the Documentation (each, a "Nonconformity") in sufficient detail to enable Provider to reproduce the Nonconformity. Provider will have fifteen (15) days from receipt of such list of Nonconformities in which to correct all such Nonconformities. The parties will follow this acceptance and rejection schedule until such time as Customer accepts Web Service. If Customer fails to deliver notice of acceptance or rejection by the end of any Acceptance Period, Customer will be deemed to have accepted the Web Service. Provider will not make the Web Service available for public access until Customer has given its written approval of the beta format. THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE

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REMEDY WITH RESPECT TO NONCONFORMITIES ASSOCIATED WITH THE DELIVERY AND ACCEPTANCE OF WEB SERVICE.

3. Services and Licenses.

3.1 Access to the Web Service. Subject to the terms and conditions of this Agreement, Provider will provide instructions to Customer regarding how to access and use the Web Services after acceptance.

3.2 Hosting Service. During the Term, Provider shall provide all hosting of the Web Service according to Provider's standard hosting procedures. Customer grants to Provider a non-transferable, non-exclusive, limited license, solely during the Term, to (i) use, reproduce, publicly perform and publicly display the Customer Collateral in connection with the Web Service and (ii) permit Customer Visitors to use the Customer Collateral.

3.3 Use by Customer Visitors. Subject to the terms and conditions of this Agreement and to any additional terms applicable to Customer Visitors which may be posted in connection with the Web Service:

3.3.1 License to Use. Provider will grant to Customer Visitors who access the Web Service a limited right to access the Web Service solely during the Term to use the Web Service to create, collaborate and coordinate community related activities.

3.4 Support Services. Provider will provide email support for the Customer at _____, which support will be available to Customer and Customer Visitors at the following times: Monday-Friday, 9a.m.-5p.m. (Pacific Standard Time) as long a request for support is initiated through a pre-designated contact. Provider will install updates to the Web Service as such updates become generally available; however, maintenance and support shall not include different and/or separate Provider products.

3.5 Training Services.

3.5.1 Description of Services. From time to time during the term of this Agreement, at mutually agreeable times and locations, Provider will provide training to Customer personnel regarding the features and functionality of the Web Site and the Software. Such training will be in a "train the trainer" format in order to enable Customer personnel to train other Customer personnel.

3.5.2 Expenses. Provider will provide the training services to Customer for the fees specified herein. Customer will

reimburse Provider for the reasonable travel and lodging expenses incurred by Provider personnel in connection with providing training services to Customer personnel. Provider will comply with Customers' travel policies and provide sufficient documentation to support its invoices for travel and lodging expenses.

4. Proprietary Rights and Restrictions

4.1 Customer Ownership. As between Provider and Customer, Customer owns all right, title and interest (including with limitation, Intellectual Property Rights) in the Customer Collateral.

4.2 Provider Ownership. Subject to the foregoing and except for any Visitor Content, Provider owns all right, title and interest (including with limitation all Intellectual Property Rights) in and to the Services (including all protocols used or generated thereby, and all database schemas), and Documentation. Provider will own all ideas, suggestions, improvements, reports or the like Customer or Customer Visitors provide to Provider or otherwise make with respect to the Services ("Input") and such Input is hereby assigned to Provider. Provider and its affiliates may use its application or portal for any commercial purposes. All rights not expressly granted to Customer under this Agreement are reserved to Provider.

4.3 Restrictions. Customer may not, nor shall Customer allow any third party to:

(i) modify, adapt, create derivative works of the Services or integrate Services into any other product or service;

(ii) reverse engineer, reverse compile or disassemble the Services in order to determine the source code or any protocol used or generated therefrom; or

(iii) rent, timeshare, sublicense or lease the Services, or its derivative.

4.4 Hardware. This Agreement is not a lease of real property. No right, title or interest to any servers, routers, switches or other physical components (collectively the "Hardware") is transferred under this Agreement, and all title and ownership of the Hardware, shall remain vested with Provider.

5. Fees; Payment Terms.

5.1 License Fee. Customer shall pay to Provider the fees for the Services described in Exhibit A (Services Order Form), and according to the terms described therein. Customer agrees and understands that Provider shall not

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make the Service available for access by Customer Visitors until such time as the fee payments specified have been received in full by Provider.

5.2 General. All fees and other payments, not paid when due, shall be subject to late charges in the amount of the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum permitted under applicable law. The fees and other payments specified in this Agreement are exclusive of any taxes, duties or tariffs, however designated, levied or based on this Agreement, including, without limitation, any sales and use taxes and any privilege or excise taxes. Customer agrees to pay and be responsible for all such taxes and levies (exclusive, however, of taxes based on the net income of Provider).

5.3 Audit. Provider may cause a review to be made of the applicable records of Customer in order to verify compliance with the terms of this Agreement.

6. No Warranty.

PROVIDER MAKES NO WARRANTIES TO CUSTOMER, ANY CUSTOMER VISITOR, OR ANY OTHER THIRD PARTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SERVICES OR TO ANY SERVICES RELATING THERETO UNDER THIS AGREEMENT. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

7. Customer Warranty.

7.1 Customer will allow access to Services only to Customer Visitors who have consented or “opted-in” to the type of Services specified herein and who have been informed of their rights to and the process for cancelling receipt or “opting-out” of participating in the Services.

7.2 Customer agrees that Provider exercises no control whatsoever over the Visitor Content and Customer Collateral and is a passive conduit in transmitting and handling such. Customer shall bear sole responsibility for (i) the Customer Collateral and Visitor Content transmitted using the Services; and (ii) the acts, omissions or breaches of Customer Visitor with respect to the use of the Services, including but not limited to the Visitor Content.

7.3 Customer will not use the Services or permit the Services to be used to transmit Inappropriate Content. For purposes of this Agreement, “Inappropriate Content” will mean any Visitor Content that (i) is unsolicited, including

without limitation, “junk mail,” “bulk e-mail”, spam or other unsolicited advertising material; (ii) causes the introduction of “viruses,” “worms,” “Trojan horses,” “e-mail bombs,” “cancelbots” or other similar destructive computer programming routines into the Web Services; (iii) that violates any law, regulation, rule, or applicable code of practice; (iv) is obscene, offensive, threatening, defamatory, discriminatory, misleading or inaccurate; or (v) infringes the intellectual property of any person or entity.

8. Indemnity.

8.1 Scope. Provider agrees to defend, indemnify and hold harmless Customer against any and all damages, costs, losses, liabilities, expenses (including reasonable attorneys’ fees) and settlement amounts incurred in connection with any suit, claim or action (each a “Claim”) by any third party against Customer alleging that the Web Service violates the copyright of such third party. Notwithstanding the foregoing Provider’s obligations under this Section exclude any claim arising out of or related to (i) any Customer Collateral, Visitor Content, or other Customer products or services; (ii) any use by Customer or Customer Visitors of the Web Services not specifically permitted under the terms of this Agreement or under any additional terms posted in connection with the Services; (iii) a combination of the Web Service with any hardware, software or technology not provided by Provider under this Agreement to the extent such combination is the cause of the infringement.

8.2 Process. Provider’s obligations under this Section are subject to Customer (i) giving Provider prompt written notice of such Claim; (ii) giving Provider sole control over the defense; (iii) providing full cooperation for the defense of any such Claim (at Provider’s expense); and (iv) not entering into any settlement or compromise of any such Claim without the Provider’s prior written approval.

8.3 Mitigation. In the event the Web Service is held to or is believed by Provider to infringe the Intellectual Property Rights of a third party, Provider shall, at its sole option and expense, elect to (i) modify the Web Service so that it is non-infringing; (ii) replace the Web Service with non-infringing content containing similar features and functionality; (iii) obtain a license for Customer to continue to use the Web Service as provided hereunder; or (iv) terminate the infringing portion of the Web Service. THE FOREGOING STATES CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

8.4 Provider Obligation. Customer agrees to defend, indemnify and hold harmless Provider against any and all

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damages, costs, losses, liabilities, expenses (including reasonable attorneys' fees) and settlement amounts incurred in connection with any suit, claim or action by any third party, specifically including, but not limited to, any suit, claim, or action brought by a third party against Provider (i) alleging that the Customer Collateral violate the copyright, privacy rights or publicity rights of such third party or (ii) any act or omission of the Customer or its employees or agents in connection with its obligations under this Agreement.

9. Limitation of Liability.

THE LIABILITY OF PROVIDER FOR BREACH FOR ANY REASON AND UPON ANY CAUSE OF ACTION RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY CUSTOMER TO PROVIDER THROUGHOUT THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE FIRST CLAIM RELATING TO THIS AGREEMENT.

10. Waiver of Consequential Damages.

EXCEPT FOR BREACH OF SECTIONS ("LICENSEE SERVICE ACCESS AND USE"), 4 (PROPRIETARY RIGHTS AND RESTRICTIONS"), 11 ("CUSTOMER CONTENT DISCLAIMER") OR 13 ("CONFIDENTIALITY"), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO CUSTOMER VISITORS, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR OTHER ECONOMIC LOSS (WHETHER ARISING FROM BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

11. Customer Content Disclaimer.

THE WEB SERVICE ALLOWS FOR THE CREATION AND DISPLAY OF CUSTOMER COLLATERAL, AND VISITOR CONTENT, INCLUDING WITHOUT LIMITATION: IMAGES, PICTURES, AUDIO FILES, TEXT AND OTHER FORMS OF DATA, INPUT, PROVIDED SOLELY BY CUSTOMER OR CUSTOMER VISITORS. WITH THE EXCEPTION OF CONTENT INCLUDED BY PROVIDER WITH THE WEB SERVICE, PROVIDER HAS NO CONTROL OVER CONTENT USED BY CUSTOMER, OR BY CUSTOMER VISITORS, AS THE BASIS FOR THE SERVICES. CUSTOMER AGREES THAT, CUSTOMER IS SOLELY RESPONSIBLE FOR THE CONTENT

USED AS A BASIS FOR THE SERVICES, SPECIFICALLY INCLUDING ALL IMAGES, AUDIO FILES, AND OTHER CONTENT AND TEXT INTEGRATED BY CUSTOMER VISITORS USING THE SERVICES. PROVIDER RESPECTS THE ABSOLUTE RIGHTS OF COPYRIGHT OWNERS TO CONTROL ANY AND ALL COMMERCIAL OR NON-COMMERCIAL USES OF THEIR MATERIAL. CUSTOMER IS RESPONSIBLE FOR COMPLYING WITH ALL LAWS APPLICABLE TO THE PARTIES IMAGES, PICTURES, TEXT AND AUDIO OF OTHERS USED IN CONJUNCTION WITH THE WEB SERVICE, INCLUDING ALL COPYRIGHT LAWS. ADDITIONALLY PROVIDER RESPECTS AND ABIDES BY ALL APPLICABLE LAWS RELATING TO AN INDIVIDUAL'S RIGHT OF PRIVACY AND AN INDIVIDUAL'S RIGHT TO PUBLICITY, AND CUSTOMER IS RESPONSIBLE FOR COMPLIANCE WITH ALL SUCH LAWS AS THEY RELATE TO ANY THIRD PARTY RIGHTS OF PRIVACY AND PUBLICITY. ANY UNAUTHORIZED COPYING, DISTRIBUTION, MODIFICATION, PUBLIC DISPLAY, OR OTHER PUBLIC PERFORMANCE OF COPYRIGHTED WORKS MAY BE AN INFRINGEMENT OF THE INDIVIDUAL'S RIGHTS, AND IT IS THE SOLE RESPONSIBILITY OF CUSTOMER TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS IN REGARDS TO THE RIGHTS OF THIRD PARTIES. AS A CONDITION OF CUSTOMER VISITORS' USE OF THE SERVICES, CUSTOMER AGREES THAT CUSTOMER VISITORS' WILL NOT USE THE SERVICES TO INFRINGE UPON THE INTELLECTUAL PROPERTY RIGHTS OR THE RIGHTS OF PRIVACY AND PUBLICITY OF OTHERS IN ANY WAY.

12. Termination.

12.1 Term. This Agreement shall be effective for one (1) year from the Effective Date ("Term"), unless earlier terminated as provided herein. Thereafter, this Agreement will automatically renew for successive renewal terms of one (1) year each unless either party gives written notice of intent to terminate not less than ten (10) days prior to the expiration of the initial term or any renewal term, which termination shall be effective upon the expiration of the then-current term. Any such renewal shall extend the Term for an additional period, subject to the payment by Customer to Provider of the required additional monthly fees, as described in the Service Order Form.

12.2 Termination. Either party will have the right to terminate this Agreement if the other party is in breach of the Agreement and does not rectify such breach within thirty (30) days of receipt of notification in writing. Additionally, Customer may terminate for convenience

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with a thirty (30) days prior written notice and payment of three (3) months of Services fees as specified in Exhibit A (“Service Order Form”).

12.3 Effect of Termination. Upon any termination, Customer shall return or destroy the originals and any and all copies of the Documentation. Provider shall destroy or return all copies of the Customer Collateral delivered by Customer. Both parties shall return the Confidential Information of the other party. All rights of access granted by Provider to Customer and Customer Visitors hereunder shall immediately terminate, and all licenses granted by Customer to Provider shall immediately terminate.

13. Confidentiality.

Each of the parties agrees not to use, disseminate or in anyway disclose any Confidential Information of the other party, except to the extent necessary for the performance of such party’s obligations hereunder. Each of the parties agrees to treat all Confidential Information of the other party with the same degree of care as such recipient accords to its own Confidential Information. Each of the parties agrees to disclose Confidential Information of the other party only to those employees and independent contractors who need to know such information for performance hereunder and certifies that such employees and independent contractors will have previously agreed in writing to be bound by confidentiality terms and conditions substantially similar to those under this Agreement.

14. General.

14.1 Law and Venue. This Agreement shall be governed in all respects by and construed and enforced in accordance with the laws of the United States and the State of Washington, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. In any action arising out of or relating to this Agreement, both parties hereto hereby consent to the nonexclusive jurisdiction of the federal and state courts located in King County, Washington.

14.2 Survival. The defined terms and the following Sections shall survive any such termination: Section 4 (“Proprietary Rights and Restrictions”), Section 5 (“Fees; Payment Terms”), Section 6 (“Software Warranty”), Section 8 (“Limitation of Liability”), Section 10 (“Waiver

of Consequential Damages”), Section 11 (“Customer Content Disclaimer”), Section 12 (“Termination”), Section 13 (“Confidential Information”), and Section 14 (“General”).

14.3 Severability. If any provisions of this agreement are declared to be invalid, the remaining provisions shall remain in full force and effect.

14.4 Notices. All notices shall be in writing and delivered personally, by registered post, by facsimile machine, or by courier to the address on the first page of this Agreement.

14.5 Waiver. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted.

14.6 Assignment. Neither party may assign, voluntarily, by operation of law, or otherwise, any rights or delegate any duties under this Agreement (other than the right to receive payments) without the other party’s prior written consent, and any attempt to do so without that consent will be void. Notwithstanding the foregoing, Provider can assign this Agreement or any of its rights or obligations arising hereunder to the surviving entity in a merger, acquisition or consolidation in which it participates, or to a purchaser of substantially all of its assets.

14.7 Relationship. The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

14.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.9 Entire Agreement. This Agreement, Online Terms of Use and Services Order Form constitute the entire Agreement between the parties and supersedes all prior or contemporaneous representations, whether written or oral. This Agreement may be amended, modified or supplemented only by a writing that is signed by the duly authorized representatives of the parties.

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement.

Interpelago Information Platforms, Inc.

By Customer: _____

Signature

Signature

Name

Name

Title

Title

Date:

Date:

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Exhibit A

Services Order Form

1. Components of Service:

Service	Description	Unit Price	Annual Price
Initial Setup	Required data + web configuration	\$799.95	
Web Services			
Support Services			
Annual Maintenance	Year-end backup + site renewal.	399.95	
Application Software (x12)	Ongoing updates and maintenance.	249.95	
Hosting Services			
Basic Web Hosting (x12)	Startup hosting package.	29.95	
Additional Web Hosting (x12)			
Training Services			
Training			
Other Services			
Data Integration			
External Site Design			
Domain (URL) Registration			
SSL Certificate			
Total			

Service pricing may vary depending on Customer size and available support resources. Basic hosting through Provider is required. In some cases, the Service fee may be reduced or waived if other approved sources of revenue or subsidy can be mutually established between the parties; such forms of revenue may include business sponsorships, educational product placements, affiliate networking, merchant partnerships, media partnerships, fundraising partnerships, beta-testing, and anonymous usage data reporting

2. Payment Term:

a. Invoice:

b. Payment: