



MASTER CUSTOMER AGREEMENT

This Master Customer Agreement is between Opus Interactive, Inc., an Oregon corporation with a principal address at 1225 W Burnside Street, Portland, OR 97209 (“Opus”) and you (the “Customer”). You, the Customer, have entered into a Service Agreement that is incorporated into this Master Customer Agreement as an Exhibit or to be mutually agreed in writing and attached as an Exhibit in the future. The Master Customer Agreement, together with all Exhibits attached hereto constitutes the “Agreement.”

1 Services.

1.1 Services and Service Features.

Opus will provide to Customer the services identified in the attached Exhibit A (the “Service Agreement”), which is incorporated herein by reference. The services specified in the Service Agreement (“Services”) shall be provided in a professional manner consistent with industry standards. The Agreement is made effective on the date provided in the Service Agreement (the “Effective Date”).

1.2 Service Level Agreements.

Exhibit B (“the SLA”) includes the services levels applicable to each of the services identified in the Service Agreement and is incorporated hereto by reference. Opus will provide the Services in conformity with the service level commitments contained in the SLA and associated with the Services. Only those Services provided for in the Service Agreement are warranted under the SLA, even if the SLA references other services which are not part of the Customer’s Service Agreement. If the parties agree to amend the Service Agreement by adding or deleting Services, the SLA will warrant the added or deleted Services after the Service Order (defined below) is approved.

1.3 Specific Additional Terms.

If Customer is purchasing additional specific Services other than as set forth elsewhere in this Agreement, then additional terms applicable to such Services are attached as Exhibits to this Agreement.

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2 Customer Integration and Service Orders.

Upon the Effective Date of this Agreement, Opus and Customer will commence good faith discussions and cooperate expeditiously to produce an integration plan that provides the details for initiation of the Services. In the event that integration is not completed due to Customer's sole actions or inaction within sixty (60) days after Effective Date, Customer acknowledges and agrees that Opus has the right to terminate this Agreement and collect termination fees in the amount of one (1) month of monthly recurring fees plus any purchased services or goods (which the parties acknowledge as liquidated damages reflecting a reasonable measure of actual damages and not a penalty). Billing of monthly fees will commence on the date that Opus makes Customer's configuration available to Customer for staging or testing purposes or otherwise begins performing Services ("Billing Commencement Date").

The fee schedule is provided with the selection of Services in the Service Agreement. Customer may add new services at any time. If Customer requests any changes to the initial configuration or any additional Services, any charges for such changes or Services will be reflected on monthly billings, and Customer agrees to pay such charges as of the Billing Commencement Date for the applicable change or Service. Services may be added or removed by the customer at anytime so long as the monthly recurring charge is greater than or equal to the initial monthly recurring charge. Any additional services added within the last three months of the term of the contract will constitute renegotiation of the contract term.

All changes or requests for additional Services shall be confirmed in advance with Customer, either electronically or in writing, prior to initiating the change or Service; provided that Opus may waive the requirement at the request of the Customer if more immediate action is required. In the event of such waiver, Customer agrees to confirm the request electronically or in writing as soon as reasonably possible and to pay the applicable charges, provided the charges are consistent with the Customer's request.

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In the event of changes described in the previous paragraph, the confirmation of such change is a Service Order amending this Agreement to change the Services (“Service Order”). In the event of such a request, the Parties agree to cooperate in good faith to complete the desired Service Order. Unless either Party requests otherwise, Service Orders may be exchanged and approved electronically or in written form.

3 Prices.

Prices for the Services are set forth in the fee schedule provided in the Service Agreement. Unless stated otherwise in the fee schedule, prices may be changed at any time by Opus with at least thirty (30) prior days notice to Customer.

4 Taxes.

Customer is responsible for tariffs, telecommunications surcharges or other governmental charges due in connection with Opus’s provision of Services to Customer. To the extent this Agreement includes the provision of Services which are determined to be subject to transaction taxes or which become taxable at some future point in time, and if Opus is required by law to pay or collect any local, value-added, goods and services, or any other similar taxes or duties based on the Services provided, then Opus shall separately state such taxes in addition to the prices for Services, and Customer agrees to pay such amounts. In no event shall Customer be responsible for any taxes related to Opus’s income. Opus will not collect sales taxes from Customer within jurisdictions in which Opus is not required to be licensed to collect such taxes or when Opus receives a properly executed exemption certificate from Customer, nor will Opus assume liability for any uncollected taxes, in such circumstances.

5 Payment and Credit Approval.

5.1 Payment.

Start of integration shall be subject to payment of non-refundable set up fees. Opus will invoice Customer monthly. Invoices may be delivered electronically or by any means acceptable under the notice provision of this Agreement. Customer agrees to pay Opus within thirty (30) days from date of invoice. For overdue invoices, Customer will pay Opus interest on the overdue amount at a rate of one and one-half percent (1.5%) for each

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month or pro-rated part of a month (or the maximum rate allowed by law, whichever is less) that the payment is overdue.

5.2 Credit Approval.

Start of integration or expansion of Services following initial integration shall be subject to prior credit approval. Customer agrees to submit reasonable financial information upon request from Opus, including current financial statements and other information sufficient to allow Opus to assess Customer's ability to meet financial obligations under this Agreement. In the event that Customer refuses to provide reasonably requested financial information, or if Opus determines that Customer's financial condition does not warrant credit approval, Opus reserves the right to delay or terminate completion of integration or expansion of Services following initial integration. In the alternative, Opus may proceed with integration or expansion of Services upon such altered payment or other terms as the parties agree. During the Term of this Agreement, if there is an adverse material change in the financial condition of Customer, Opus may, upon written notice to Customer, modify the payment terms to require payment before the provision of Services or other assurances to secure Customer's payment obligations hereunder.

6 Term.

This Agreement shall commence as of the Effective Date and shall terminate one (1) year from the Billing Commencement Date ("Term"). Thereafter, the Agreement shall automatically renew for successive one (1) year periods unless either party gives the other written notice of intent to terminate and not renew at least thirty (30) days' prior to the end of the initial term or any renewal term. Any Service Order issued under this Agreement within the last three months of the initial Term or any renewal term shall be for a minimum one (1) year period beginning with the date the Service Order is executed, unless otherwise agreed by the Parties. Any Service Order extending past the then-current Term of this Agreement shall be completed as if this Agreement remained fully in effect, and this Agreement shall be deemed extended through the termination date of the Service Order.

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7 Termination.

7.1 General Termination Rights.

Either party may terminate this Agreement for material breach by the other party upon written notice of not less than thirty (30) days and failure to cure the breach within the notice period, except that such notice period shall be shortened to ten (10) days for Customer's failure to pay invoices when due.

7.2 Customer's Discretionary Termination.

Customer may terminate this Agreement upon written notice of not less than thirty (30) days in the event of any of the following:

- a) Opus makes changes to its Acceptable Use Policy (the "AUP"), which materially and adversely impair Customer's use of the Services and which are objectionable to Customer;
- b) Opus modifies or updates the Services in a manner which materially and adversely impairs the function or performance of the Services provided to Customer;
- c) Opus initiates any single price increase or series of price increases over any twelve-month period, which increase Customer's total monthly bill by more than fifteen percent (15%);
- d) Customer has the right to terminate under the provisions of the SLA applicable to the Services provided by Opus to Customer.

Such notice of termination must be delivered to Opus, if at all, within thirty (30) days of the event giving rise to the termination right. Other than as expressly set forth in this Section, Customer shall not have the discretionary right to terminate this Agreement or any Service Order prior to the expiration of the applicable Term. If this Agreement (or any applicable Service Order) is terminated prior to expiration of the Term for any reason other than as set forth in this Section 7.2 or material breach by Opus, then, in addition to any other rights and remedies Opus may have, Customer shall pay a termination fee equal to monthly recurring fees for the remainder of the initial or renewal Term, as may be amended by any Service Order (which the parties acknowledge as liquidated damages reflecting a

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reasonable measure of actual damages and not a penalty.) Prepaid Services are not refundable. The AUP is attached as Exhibit C and incorporated hereto by reference.

7.3 Opus's Additional Rights to Terminate or Restrict Services.

Opus reserves the right (but shall have no obligation) to take additional action, up to and including termination, in the following limited circumstances:

- a) With or without notice, Opus may modify or terminate any or all Services or restrict Customer's use in whole or in part if, in Opus's sole judgment, use of the Services by Customer or its end users (i) presents a material security risk or will interfere materially with the proper continued operation of a data center or related services, or (ii) is subject to an order from a court or governmental entity stating that such use generally or for certain activities must stop. Where permitted under the relevant court or governmental order, Opus will notify Customer of such order promptly so that Customer will have an opportunity to respond to the order. Opus also will notify Customer promptly of any security risks identified under subsection (i) above and any action taken by Opus with respect to such security risks.
- b) Upon notice of not less than seven (7) days and failure to cure within the notice period, Opus may modify or terminate any or all Services or restrict Customer's use in whole or in part if, in Opus's reasonable judgment, use of the Services by Customer or its end users (i) violates applicable laws or governmental regulations, including, without limitation, consumer protection, securities regulation, child pornography, obscenity, data privacy, data transfer and telecommunications laws; (ii) violates or infringes any intellectual property right of Opus or a third party; (iii) violates export control regulations of the United States or other applicable countries; or (iv) otherwise violates Opus's AUP.

Notwithstanding anything to the contrary in this Agreement, Opus reserves the right to take whatever steps are necessary to comply with the shorter notice periods or other requirements of the Digital Millennium Copyright Act or any applicable law or regulation of the jurisdiction where Services are performed.

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7.4 Effect of Termination.

Upon termination, all rights granted to Customer under this Agreement terminate immediately. Customer shall deliver to Opus written instructions for disposition of all data files in Opus's possession within thirty (30) days of the notice of termination. Return, transfer, or back up of data files shall be at Customer's expense. If written instructions are not received within thirty (30) days of the notice of termination, Opus will be authorized to destroy all files upon cessation of Services and completion of the Transition Period set forth in Section 7.5, if applicable. Any such return, transfer, back up, or destruction is subject to any applicable law or governmental regulation. Customer remains liable to pay Opus for the Services received through the date of termination of this Agreement and for any periods during which Customer is still receiving all or some portion of the Services. The following sections will survive any expiration or termination of this Agreement: Section 7.5 (Transition Period), Section 8.1 (Customer's Responsibility for Use of the Services), Section 8.3 (Customer's Indemnity of Opus), Section 9 (Opus's Indemnity of Customer), Section 11 (Ownership of Intellectual Property), Section 12 (Confidentiality; Data Use; Privacy), Section 13 (Warranties and Warranty Disclaimers), Section 14 (Limitation of Liability; Remedies), Section 15 (Dispute Resolution; Governing Law), and Section 16 (Miscellaneous). Upon termination of this Agreement or any applicable portion of the Services, Customer shall relinquish use of any internet protocol addresses or address blocks assigned to it by Opus in connection with the applicable Services.

7.5 Transition Period.

Customer shall be entitled to a sixty (60) day period of continued service following any notice of termination in order to complete a transfer of service to Customer or to a new service provider selected by Customer ("Transition Period"); provided that Customer pays all past due fees and all fees for the Transition Period in advance and cures all grounds for termination under Section 7.3.

8 Customer Responsibilities.

8.1 Customer's Responsibility for Use of the Services.

As between Customer and Opus, Customer agrees it is solely responsible for and assumes all liability relating to the following:

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- a) All aspects of Customer's business, including Customer's obligations to end users or other third parties and all business or financial results obtained by Customer from using the Services;
- b) All technology, equipment, content and data provided by or through Customer for use with the Services, including performance of software applications provided by Customer;
- c) Decisions about Customer's computer and communications systems needed to access the Services;
- d) Decisions made by Customer with respect to maintenance, remote assistance, or other actions taken by Opus at the direction of Customer or according to event scripts or specifications provided by Customer;
- e) Compliance with all applicable laws and governmental regulations regarding Customer's business or use of the Services;
- f) Use of the Services by Customer's customers or end users;
- g) Compliance with Opus's AUP by Customer and its customers and end users.

8.2 End User Agreements.

To protect both Customer and Opus, Customer shall include in agreements with its customers and end users (i) requirements for customers and end users to comply with usage policies sufficient to ensure compliance with Opus's AUP; (ii) limitation of liability provisions no less protective than those contained in Section 14.1 below; (iii) dispute resolution and attorneys' fees provisions substantially similar to those contained in Section 15 below. Such provisions shall protect Customer and its service provider (i.e., Opus) to the same extent.

8.3 Customer's Indemnity of Opus.

Customer will defend or settle any suit or proceeding brought against Opus by any end user or third party arising from (i) matters for which Customer has responsibility under this Section 8; (ii) violation by Customer of any obligations under this Section 8 or Section 11.5; (iii) claims that any content of Customer or its customers or end users, including but not limited to data, text, multimedia images (e.g. graphics, audio and video files), software, applications, or other

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materials (collectively “Content”), or the manner in which Customer or its customers or end users make use of the Services, constitutes an infringement of any patent, copyright, trademark, trade secret, publicity, privacy, or other right of any third party, or (iv) any civil or criminal violations of law or governmental regulations occurring as a result of actions or omissions of Customer or its customers or end users. Customer will pay all damages and costs finally awarded or reached through settlement against Opus (including any indirect or consequential damages awarded as a result of such proceeding); provided that Opus (x) promptly notifies Customer in writing of any such suit or proceeding, (y) provides Customer with sole control over the defense or settlement of any such action; and (z) provides reasonable information and assistance in the defense or settlement of any such action. Opus may participate in any such suit or proceeding through counsel of its choice at Opus's own expense; provided, that the costs associated with Opus's counsel shall not be deemed damages or costs for purposes of Customer's indemnity hereunder. Notwithstanding the foregoing remedies, upon notice of not less than seven (7) days, Opus reserves the right (but shall have no obligation) to delete any Content installed on an Opus server and to modify or terminate any or all Services or restrict Customer's use in whole or in part in the event of any suit or proceeding, or threatened suit or proceeding, which may be subject to an indemnity obligation under this Section.

9 Opus's Indemnity of Customer.

Opus will defend or settle any suit or proceeding brought against Customer based upon a claim that the Services alone and not in combination with any other product or service constitutes an infringement of any patent, copyright, or trade secret of any third party, and will pay all damages and costs (including any indirect or consequential damages awarded as a result of such proceeding) finally awarded or reached through settlement against Customer up to the liability limits of this Agreement; provided that the Customer (i) promptly notifies Opus in writing of any such suit or proceeding, (ii) provides Opus with sole control over the defense or settlement of any such claim or action; and (iii) provides reasonable information and assistance in the defense or settlement of any such claim or action. Customer may participate in any such suit or proceeding through counsel of its choice at Customer's own expense; provided, that the costs associated with Customer's counsel shall not be deemed damages or costs for purposes of Opus's indemnity hereunder. Upon notice of not less than seven (7) days, Opus reserves the

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right (but shall have no obligation) to modify or terminate any or all Services or restrict Customer's use in whole or in part in the event of any suit or proceeding, or threatened suit or proceeding, which may be subject to an indemnity obligation under this Section.

10 Announcements and Promotion.

Neither party will issue any press releases or use the logo of the other party in an advertisement or other public announcement relating to this Agreement or the relationship between the parties without the prior written approval of the other. Customer agrees that Opus may include Customer's name in listings of Opus's customers.

11 Ownership of Intellectual Property and Equipment.

11.1

Unless otherwise expressly set forth in this Agreement, the parties do not, directly or by implication, by estoppel or otherwise, grant to each other any rights or licenses, and neither party shall have any ownership rights in any intellectual or tangible property of the other.

11.2

Unless otherwise expressly set forth in this Agreement, Opus shall not obtain any right, title, and/or interest in the Content provided by Customer or its customers or end users and installed on, stored or processed through Opus's hardware and software, and, as between Opus and Customer, Customer shall retain title to and all rights and/or interest in such Content.

11.3

Unless otherwise expressly set forth in this Agreement, all equipment provided by Opus in connection with this Agreement shall remain the property of Opus.

11.4

Opus shall retain title to and all rights in all intellectual property provided by Opus, including, but not limited to, any know-how, patents, copyrights, trade secrets, mask works, or other intellectual property rights related to Opus-provided Services or products such as hardware, software, or any other server technology. Notwithstanding anything in this Agreement to the contrary, the rights granted herein do not include any right, license, release or immunity,

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directly or indirectly, express, implied, or by estoppel, in or to any of Opus's intellectual property.

11.5

Customer understands that delivery of the Services may involve use of software owned by Opus or third parties under license agreements with Opus. Customer agrees to abide by the following terms governing use of such software:

- a) Customer shall not cause or permit reverse engineering, disassembly or decompilation of any software provided by Opus, or use such software outside the scope of this Agreement;
- b) Title to software provided by Opus shall not pass to the Customer;
- c) Customer may use the Software only in object code form;
- d) Upon termination of this Agreement, or as provided and required in the SLA, Customer shall cease using the software, and any copies of software provided to such Customer, if any, are to be either completely removed from the Customer's computing devices or otherwise rendered unusable;
- e) Customer understands that in the event that Customer violates the intellectual property rights of any third party supplier of software, such software supplier shall have the right to enforce its intellectual property rights with respect to the software directly against the Customer;
- f) Customer and its customers and end users may access the Software only in connection with use of the Services and Customer's business operations, and Software may not be re-licensed, rented, leased, or used for time sharing or service bureau users by Customer.

11.6

Software may contain certain technology, including but not limited to support for programs written in Java, which technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments

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requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of such technology could lead directly to death, personal injury, or severe physical or environmental damage.

12 Confidentiality; Restrictions on Data Use; Privacy.

12.1 General Non-Disclosure.

In connection with this Agreement each party may have access to confidential and proprietary information of the other (“Confidential Information”). Confidential Information means information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential, not to use such information except as authorized by the disclosing party, and to accord to such information the same safeguards and protections which it accords to its own confidential business information. Confidential Information shall not include information: (i) that is now or becomes generally available to the public through no fault or breach of the receiving party; (ii) that the receiving party can document was already known to it prior to disclosure by the disclosing party; (iii) that is independently developed by the receiving party without use of any of the other party’s Confidential Information; and (iv) that the receiving party rightfully obtains from a third party who has the right to transfer or disclose it. If the receiving party is subpoenaed or ordered by any court or governmental agency to disclose Confidential Information, it will provide prompt written notice to the other party so as to allow such party to seek a protective order or confidential treatment for such information. Except as otherwise provided under this Agreement, neither party may disclose the terms and conditions of this Agreement other than with the express written consent of the other party.

12.2 Restrictions on Data Use.

Unless requested to do so by Customer, Opus will not collect or retain for its own purposes any personally identifiable information regarding Customer’s customers or end users who access the Services through Customer, including without limitation and for avoidance of doubt, any financial information (such as credit card numbers) or protected medical or health care records (such as patient data) of Customer’s customers or end users. Without limiting the foregoing, Opus may monitor use of the Services and gather statistical and demographic information

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about use of the Services. Such information may be used for internal statistical and marketing reports and may be shared by Opus with third parties in aggregate or statistical form only without disclosure of Customer's confidential information or any personally identifiable information about Customer or Customer's customers or end users. No confidential or personally identifiable information about Customer or Customer's customers or end users shall be sold, assigned, leased, or otherwise disposed of to third parties by Opus.

12.3 Privacy

12.3.1 Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties. Prior to initiation of Services under this Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Opus of any privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's business and which could be imposed on Opus as a result of provision of Services under this Agreement.

12.3.2 Customer will ensure that the transfer and storage of any data about individuals collected by Customer ("personally identifiable data") and managed by an Opus datacenter is legitimate under data protection regulations and will obtain consent from individuals for such transfer and storage under applicable regulations. Opus will not transfer personally identifiable data to third parties.

13 Warranties and Warranty Disclaimers.

13.1 Service Level Warranty; Limitations; Sole Remedies.

OPUS WARRANTS TO CUSTOMER THAT IT WILL PROVIDE THE SERVICES IN A MANNER WHICH IS CONSISTENT WITH THE SERVICE LEVEL AGREEMENTS ATTACHED AS EXHIBIT B. CUSTOMER'S SOLE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OF SERVICES DUE TO OUTAGES, OR OTHER BREACH OF WARRANTY OR FAILURE BY OPUS TO MEET THE TERMS OF AN APPLICABLE SERVICE LEVEL, SHALL BE THE CREDITS OR TERMINATION RIGHTS PROVIDED IN THIS AGREEMENT. OPUS AND ITS SERVICE PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS, OR BREACHES OF WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIABILITY OF OPUS AND ITS

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SERVICE PROVIDERS AND SUPPLIERS ARISING FROM ANY SUCH OUTAGE, INTERRUPTION, OR BREACH OF WARRANTY SHALL BE EXPRESSLY LIMITED AS SET FORTH IN THE SLA.

13.2 General Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13.1 AND THE SLA, THE SERVICES OR DELIVERABLES ARE PROVIDED "AS IS" AND OPUS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SERVICES OR ANY RESULTS TO BE ACHIEVED THROUGH USE OF THE SERVICES; OPUS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

13.3 No Security Warranty.

OPUS DOES NOT GUARANTEE THAT ITS PROCEDURES AND SERVICES WILL PREVENT LOSS, ALTERATIONS OR UNAUTHORIZED ACCESS TO CUSTOMER DATA HOSTED BY OPUS.

13.4 Disclaimer of Actions Caused by or Under the Control of Third Parties.

OPUS DOES NOT AND CANNOT CONTROL THE PERFORMANCE OF ANY DATA, PRODUCTS, OR SERVICES CONTROLLED BY THIRD PARTIES. AT TIMES, ACTION OR INACTION BY THIRD PARTIES CAN IMPAIR OR DISRUPT OPUS'S SERVICES. OPUS MAKES NO REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE DATA, PRODUCTS, OR SERVICES CONTROLLED BY ANY THIRD PARTY, INCLUDING THE PROVIDERS OF TELECOMMUNICATIONS PRODUCTS OR SERVICES. SUCH DATA, PRODUCTS, AND SERVICES ARE NOT PROMISED TO BE FREE OF ERROR OR INTERRUPTION, AND OPUS EXPRESSLY DISCLAIMS ALL LIABILITIES ARISING FROM ANY SUCH ERROR, INTERRUPTION, OR OTHER FAILURE. CUSTOMER ACKNOWLEDGES THAT AN INTERRUPTION IN SERVICES DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF OPUS, SUCH AS A FAILURE OF TELECOMMUNICATIONS SYSTEMS NOT CONTROLLED BY OPUS, SHALL NOT BE CONSIDERED A SERVICE OUTAGE FOR PURPOSES OF ANY WARRANTY PROVIDED IN THIS AGREEMENT.

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14 Limitation of Liability; Remedies.

14.1 DAMAGES LIMITATION.

LIABILITY ARISING UNDER THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. NEITHER PARTY OR THEIR SUPPLIERS, INCLUDING SUPPLIERS OF TELECOMMUNICATIONS SERVICES, SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY, FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE. OPUS LICENSES CERTAIN SOFTWARE FROM THIRD PARTIES FOR USE WITH THE SERVICES. THE LIABILITY OF SUCH THIRD PARTY SUPPLIERS FOR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL ARISING FROM USE OF THE SOFTWARE, SHALL BE DISCLAIMED AND LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Notwithstanding anything to the contrary, the aggregate liability of Opus and its suppliers under this Agreement shall not exceed the total amounts paid by Customer to Opus hereunder during the one-year period immediately preceding the event which gave rise to the claims.

14.2 SOLE REMEDIES; MATERIALITY.

CUSTOMER AND OPUS AND ITS SUPPLIERS DISCLAIM ANY AND ALL LIABILITIES OR DAMAGES OTHER THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE SLA. CUSTOMER AND OPUS ACKNOWLEDGES AND AGREES THAT THE LIABILITY OF CUSTOMER, OPUS AND ITS SUPPLIERS ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES SHALL BE EXPRESSLY LIMITED TO THE LIABILITY AND DAMAGES PROVIDED HEREIN. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS REFERENCED IN THIS SECTION ARE MATERIAL TERMS TO THIS AGREEMENT.

14.3 Force Majeure.

In the event that either party is unable to perform any of its obligations under this Agreement because of any event beyond the reasonable control of that party, including, but not limited to, natural disaster, acts of God, actions or decrees of governmental bodies or failure of

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communication lines (a "Force Majeure Event"), the party who has been so affected shall promptly give notice to the other party and shall use commercially reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure Event. If any Force Majeure Event substantially prevents or hinders performance of the Services for more than fifteen (15) consecutive days, then Customer may terminate this Agreement without penalty to Customer or Opus upon written notice of not less than thirty (30) days. Such notice must be delivered to Opus, if at all, no later than thirty (30) days following termination of the Force Majeure Event.

15 Dispute Resolution; Governing Law.

15.1 Arbitration.

The rights and liabilities of the parties arising out of or relating to this Agreement will be governed by the laws of the state of Oregon, and any dispute arising out of or relating to this agreement will be submitted to binding arbitration in Portland, Oregon, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award may be entered in a court of competent jurisdiction; provided, however, that either party may seek preliminary injunctive or other equitable relief pending arbitration to prevent irreparable harm.

15.2 Jurisdiction and Venue.

Any action to enforce an arbitrator's decision, award, order, or judgment, or any claim which is beyond the scope of this arbitration provision, shall be submitted by any affected party to a court of competent jurisdiction located in Washington or Multnomah County, Oregon, U.S.A., and each party hereby agrees to exclusive jurisdiction and venue in the courts of the State of Oregon for all such disputes and litigation arising under or relating to this Agreement.

15.3 Governing Law.

Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Oregon and the federal courts located in Oregon, without regard to principles of conflict of laws. The parties agree that no action, regardless of form, arising out of the Services of the terms of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen.

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15.4 Attorneys' Fees.

In the event of any dispute or arbitration hereunder, the prevailing party shall be entitled to recover its costs and disbursements incurred, together with reasonable attorneys' fees to be fixed by the arbitrator or court at trial or on appeal.

16 Miscellaneous.

16.1 Notice.

Unless otherwise stated herein, all notices to Opus under this Agreement shall be written and shall be delivered by hand, post, fax, or email (with contemporaneous delivery by one of the foregoing means) to the persons and at the addresses as set forth below and shall be deemed given upon transmission in the case of fax or email or otherwise upon delivery. Notice to Customer will be delivered in the same manner at the address provided in the Service Agreement.

To Opus:

Legal

Opus Interactive, Inc.

1225 W Burnside Street

Portland, OR 97209

Legal@opusinteractive.com

16.2 Invalidity.

The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of its other provisions.

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16.3 Cumulative Remedies.

Except as otherwise expressly provided in this Agreement or an attachment, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

16.4 Non-Solicitation

Customer agrees not to hire or solicit for employment any of Opus’s employees during the Term of this Agreement and for a period of 180 days after the termination of this Agreement. The parties acknowledge that any violation of this Section 16.4 would cause irreparable harm. Accordingly, in an addition to any other remedies available to Opus, Opus shall be entitled to preliminary and permanent injunctive relief for any violation of this Section 16.4.

16.5 Assignment.

Neither party may assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other. Notwithstanding the foregoing, upon notice to the other party, either party may assign all of its rights and obligations under this Agreement to a successor entity as part of a merger, sale, or consolidation involving transfer of all or substantially all of the party’s stock or assets, provided that the assignee or successor entity agrees to be bound by the terms of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective officers, directors, employees, successors, and assigns.

16.6 Interpretation.

The headings to the Agreement provisions are for reference only and shall not affect their interpretation. In the event that any term of this Master Customer Agreement conflicts or is inconsistent with the terms of any exhibit, schedule, or other attachment, the terms of this Master Customer Agreement shall control.

16.7 Independent Contractor.

The parties hereto are independent contractors. Nothing in this Agreement will be construed to make the parties partners or joint venturers or to make either party liable for the obligations, acts or activities of the other.

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16.8 No Third-Party Beneficiaries.

The provisions of this Agreement are intended solely for the benefit of Customer and Opus and its suppliers and shall create no rights or obligations enforceable by any other party unless such beneficiaries are expressly set forth in a Schedule hereto.

16.9 Entire Agreement; Amendment.

This Agreement, including each Exhibit, constitutes the entire agreement between the parties with respect to matters contained herein, and all prior or contemporaneous agreements and negotiations with respect to those matters are superseded by this Agreement. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. Any changes to this Agreement, or any additional or different terms in Customer's purchase orders, acknowledgments, or other documents, will not be effective unless expressly agreed to in writing by the party against whom enforcement is sought.

PLEASE INITIAL EACH PAGE _____



Please sign below to indicate your understanding and acceptance of the terms of this Agreement.

[CUSTOMER]

OPUS INTERACTIVE, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PLEASE INITIAL EACH PAGE _____