

Terms & Service Fees

Customer: La Mission College 13356 Eldridge Avenue Sylmar CA 91342 USA	
From:	November 1st 2008
To:	October 30th 2009

Months	Unit	Description	Monthly Fee	Annual Fee	Amount
6	1	WebQA (1 license)	\$75.00	\$450.00	\$450.00
1	1	Setup fee (one time)	\$500.00	\$500.00	\$500.00
				TOTAL	\$950.00

Trial Program \$75 a month for the first 6 month After first 6 months : Cancellation without penalties or \$150.00 for 1 license or \$300.00 for 5 licenses.

<input checked="" type="checkbox"/> I have read and accepted the General terms and Conditions (herein attached)	
Name: _____	Date: _____
Title: _____	Signature: _____

CUSTOMFAQS SERVICES AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between CUSTOMFAQS SOLUTIONS Ltd. ("CustomFAQs"), a body corporate duly incorporated pursuant to the Laws of the Province of British Columbia and having its head office at 1 - 2807 West 16th Avenue, in the City of Vancouver, in the Province of British Columbia, in the country of Canada and The Customer ("Customer") is made effective as of date of purchase. ("Effective Date")

1. OVERVIEW

1.1 General. This Agreement states the terms and conditions by which CustomFAQs will deliver and Customer will receive any or all of the services provided by CustomFAQs, including software, managed services and professional services. There are no other representations, conditions or terms in this agreement other as stated herein.

1.2 Definition: For this agreement,

1.2.1 "Authorized User" means a designated employee or agent of Customer.

1.2.2 "Authorized Website" means a web site owned or operated by or on behalf of Customer, for which CustomFAQs has agreed to provide the Technology and various Services.

1.2.3 "Seat License" means a license that permits a single Authorized User to access and use the Service.

1.2.4 "Technology" means proprietary technology, including web-based applications, which have been designed by CustomFAQs or its suppliers to enhance customer service support and communications capabilities by providing self-service, interactive support, intelligent tracking, and knowledge access, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

1.2.5 "Service(s)" means the grant of non-exclusive licenses to Customer to use the Technology in accordance with the Terms of this Agreement and Schedule 1.

1.2.6 "Service Start Date" means the Starting Date identified in Schedule 1.

1.3 Schedules. Schedule 1 and all other Schedules attached hereto are incorporated into and form an integral part of this agreement.

1.4 Compliance with Laws. Customer will use CustomFAQs Services and facilities in a manner that does not violate any applicable law or regulation.

2 DELIVERY OF SERVICES; TERM; FEES, PAYMENTS

2.1 *Grant of License.* Subject to the terms and conditions of this Agreement, CustomFAQs and/or its supplier grants to Customer a non-exclusive, non-transferable, limited license to permit the number of Authorized Users equal to the number of Seat Licenses purchased by Customer to access and use the Service on the Authorized Website(s) in accordance with the terms and conditions set forth in Schedule 1.

2.2 *Responsibilities.* Customer agrees to (a) maintain the Authorized Website(s) identified in Schedule 1; and (b) procure and maintain all hardware, software and telecommunications equipment necessary to access the Service via the Internet. Customer further agrees to (a) provide CustomFAQs with all information reasonably necessary to setup or establish Service on Customer's behalf; and (b) provide proper attribution of the Technology and Services to CustomFAQs on Customer's Authorized Website(s) in the form of a "Powered by" logo with a hyperlink to CustomFAQs' website home page.

2.3 *Payment Terms.* Customer shall pay all applicable fees for the Services in accordance with the terms and conditions set forth in Schedule 1.

2.4 *Term.* This Agreement starts on the Effective Date and continues for a period of 12 months "The Term" described in the Schedule 1 herein. Unless otherwise terminated in accordance with the terms of this Agreement, this Agreement shall be automatically extended for periods of 12 months each upon the anniversary of the expiry of each preceding term.

3 INTELLECTUAL PROPERTY OWNERSHIP

This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Technology will remain solely with CustomFAQs or its supplier.

4 LIMITED WARRANTY

4.1 *Service Level.* CustomFAQs will use commercially reasonable efforts to cause the Services to be performed in a manner consistent with applicable industry standards including, but not limited to:

- 1) Service availability 24 hours a day, 7 days a week,
- 2) Daily backups of all customer information, and
- 3) Respond to customers' requests for support during the hours of 9:00 AM to 5:00PM PST, Monday through Friday, excluding federal holidays.

4.2 *No Other Warranty.* THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CustomFAQs DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CustomFAQs DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

5 LIMITATIONS OF LIABILITY

5.1 *Damage to Customer Equipment.* CustomFAQs ASSUMES NO LIABILITY FOR ANY DAMAGE TO, OR LOSS OF, ANY

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CUSTOMER EQUIPMENT OR DATA RESULTING FROM ANY CAUSE OTHER THAN THE WILLFUL OR RECKLESS MISCONDUCT OF CustomFAQs.

5.2 *Consequential Damage Waiver.* IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

5.3 *Damages.* EACH PARTY'S TOTAL LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER TO CustomFAQs HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN CustomFAQs AND CUSTOMER AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO CustomFAQs HEREUNDER.

6 INDEMNIFICATION

Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses (including attorney's fees) resulting from any claim, suit, action, or proceeding brought by any third party arising from a Party's (a) breach of any of its obligations or warranties; or (b) willful misconduct.

7 TERMINATION

7.1 *Termination For Cause.* Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and failed to cure such breach within thirty (30) days after receipt of written notice of the same. If CustomFAQs terminates for cause, all payments due and owing for the remainder of the Term will immediately be due for work performed.

7.2 *Termination Without Cause.* Either party may terminate this agreement without cause providing that the terminating party gives the other party thirty (30) day's written notice prior to termination. Should Customer terminate without cause after the Service Start Date, Customer must pay the balance of contracted Term. Should CustomFAQs terminate without cause, Customer has no obligation for payment.

7.3 *Termination for Bankruptcy.* Either party may terminate this Agreement immediately if (a) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding

relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

7.4 *Effect of Termination.* Upon the effective date of expiration, cancellation or termination of this Agreement (a) CustomFAQs will immediately cease providing the Service(s); and (b) any and all payment obligations of the Customer through the termination, depending upon cause or without cause, as defined above, will immediately become due.

7.5 *Survival.* The following provisions will survive any expiration or termination of the Agreement: Sections 3 (Intellectual Property Ownership), 5 (Limitation of Liability), 6 (Indemnification), 9 (Confidentiality) and 10 (Miscellaneous).

8 USE

8.1 *Acceptable Use.* Customer is prohibited from storing, distributing or transmitting any unlawful material through the hosting services provided hereunder. Examples of unlawful material include, but are not limited to, threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. Customer may not post, upload, or otherwise distribute copyrighted material as a result of the hosting services provided hereunder without the consent of the copyright holder. The storage, distribution, or transmission of unlawful materials could subject Customer to criminal as well as civil liability, in addition to the actions further outlined in this Agreement. Customer indemnifies CustomFAQs Ltd. against any action resulting from unlawful use.

8.2 *Restrictions on Use.* Customer represents and warrants that Customer and its Authorized Users will not (a) sell, lease, distribute, license or sublicense the Technology or Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Technology or Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the Technology or Services by, any third party; (d) copy or reproduce all or any part of the Technology or Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Technology or Services in any way; (f) introduce into or transmit through the Technology or Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (g) remove, obscure or alter any copyright notice, trademarks, logos or other proprietary rights notices affixed to or contained within the Technology or Services; or (h) engage in or allow any action involving the Technology or Services that is inconsistent with the terms and conditions of this Agreement.

8.3 *Withdrawal of Access.* CustomFAQs may, upon reasonable grounds, instruct Customer to terminate access to any Authorized User or individual and Customer agrees to promptly comply with such instruction.

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9 CONFIDENTIALITY.

9.1 *CustomFAQs Information.* Customer acknowledges that the Technology and Services contain valuable trade secrets, which are the sole property of CustomFAQs or its suppliers, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer will take all reasonable steps to prevent the unauthorized access to the Technology and Services.

9.2 *Customer Information.* CustomFAQs acknowledges that Customer's database may contain valuable trade secrets, which are the sole property of Customer. To the extent that CustomFAQs becomes aware of the content of a Customer database, CustomFAQs agrees to use reasonable care to prevent other parties from learning of these trade secrets; provided CustomFAQs may disclose such trade secrets to affiliates, agents and other third parties, including counsel and regulators, on a need-to-know basis, so long as such parties agree to maintain the confidentiality of such information.

9.3 *Exceptions.* The obligations of this Section 9 shall not apply to any information that (a) is now, or hereafter becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiver without reference to or use of the disclosing party's information; or (e) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

10 MISCELLANEOUS PROVISIONS

10.1 *FORCE MAJEURE.* Except for the obligation to make payments, either party, will not be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CustomFAQs), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If CustomFAQs is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s) without penalty.

10.2 *GOVERNING LAW.* This Agreement is made under and will be governed by and construed accordance with the laws of the Province of British Columbia.

10.3 *Dispute Resolution.* The parties acknowledge that this Agreement evidences a transaction involving inter-provincial and international commerce.

Save for any dispute arising out of or relating to this Agreement, or the breach of the same, shall be settled through consultation and negotiation in good faith and a spirit of mutual cooperation for up to fifteen (15) days commencing on the date when one party gives written notice to the other party of any controversy or claim, prior to any application being made to the court

10.4 *SEVERABILITY; WAIVER.* In the event any provision of this Agreement is held to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

10.5 *ASSIGNMENT.* CustomFAQs may assign its rights and obligations under this Agreement, in whole or in part, to any entity, including its supplier. Customer may not assign this Agreement, in whole or in part, without the prior written consent of CustomFAQs, which consent will not be unreasonably withheld.

10.6 *NOTICE.* Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, conformed facsimile, or mailed by registered or certified mail, receipt requested, postage prepaid, in each case to the address of the receiving party as listed herein.

10.7 *RELATIONSHIP OF PARTIES.* CustomFAQs and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between CustomFAQs and Customer. Neither CustomFAQs nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

10.8 *WAIVER.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

10.9 *ENTIRE AGREEMENT; COUNTERPARTS; ORIGINALS.* This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof.

11 ACCEPTANCE

Authorized representatives of Customer and CustomFAQs have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date of purchase.

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Schedule 1 - General Terms

A. Duration: 12 Months commencing: **November 1st 2008** (The "Effective Date") for periods of 12 months ("the Term") unless otherwise terminated in accordance with the terms of this Agreement.

B. Terms Within each billing term, additional Seats are billed for the remainder number of months to match the current billing period

C. Fees & Billing: Fees are billed in advance and are due upon receipt of invoice.
 If CustomFAQs intends to raise the total price to the Customer for all services currently used by the Customer by more than 8% at time of renewal, CustomFAQs will notify Customer ninety (90) days prior to the then current Term Renewal Date.

D. Late Payments: Payments over 30 days from due date will accrue interest at a rate of one and one-half (1 ½%) per month

E. Taxes: All fees are exclusive of all taxes

F. Remittance: All payments should be made directly to CustomFAQs, Inc. at the following address:
 Accounts Receivable
 CustomFAQs Solutions Ltd.
 Suite 1 – 2807 West 16th Ave
 Vancouver, B.C. V6K 3C5
 Canada

Payments will not be deemed received by CustomFAQs until actually received in their offices.

G. Implementation Services: Private labelling to match web site and initial configuration with client
 Configuration of initial setup (email, workflow rules, views, staff profile, etc.)
 Population of the initial database (up to 20 questions or file upload)
 Online or Phone training
 Unlimited Online support
 User Manuals

H. Customized Services: See Special Terms / Deliverables

F. Prices

Months	Unit	Description	Monthly Fee	Annual Fee	Amount
6	1	WebQA (1 license)	\$75.00	\$450.00	\$450.00
1	1	Setup fee (one time)	\$500.00	\$500.00	\$500.00
				TOTAL	\$950.00

Months	Unit	Description	Monthly Fee	Annual Fee	Amount
6	1	WebQA (1 license)	\$150.00	\$900.00	\$900.00
6	1	WebQA (5 license)	\$300.00	\$1,800.00	\$1,800.00