

MONTLY TERMS OF USE

Fididel's InteractNow! Services Agreement

Use of Fididel's InteractNow! software ("Software") at the website located at <http://www.fididel.com> (the "Service") is subject to the following terms of use ("Terms"). BY ACCESSING THIS SERVICE, CLIENT AND CLIENT'S END USERS (COLLECTIVELY, "CLIENT") ACCEPT WITHOUT LIMITATION OR QUALIFICATION ALL THE TERMS SET FORTH BELOW.

Fididel may modify the Terms from time to time. Continued use of the Service will constitute acceptance of any changes or revisions to the Terms. Failure to comply with these Terms, whether listed below or in supplemental notices posted at various points in the Service, may result in termination of Client's access to the Service, without notice, in addition to Fididel's other remedies.

1. License.

1.1 Commencing on the effective date defined below and subject to these Terms, Fididel hereby grants Client a non-exclusive, non-transferable, location-specific right to use the Software, the Service and the Documentation.

1.2 Client shall not: (i) decompile, disassemble, reverse engineer, or otherwise attempt to modify, adapt, or create derivative works of the Software; (ii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Software; (iii) allow or grant any access to the Service in any form to any party other than its duly authorized users, including access pursuant to any commercial time-sharing, rental, or service bureau arrangements; or (iv) remove, obscure or otherwise alter any proprietary notices, including copyright and trademark notices, contained in the Service or on the website.

1.3 Client agrees not to: (i) use any robot, spider, other automatic device, or manual process to monitor or copy the Service, the website, or any content contained therein; (ii) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or the website; or (iii) take any action that imposes an unreasonable or disproportionately large load on the website and/or related infrastructure.

1.4 Unauthorized Use. Client shall not (i) interfere with or disrupt the website, the Service or servers or networks connected to the Service; (ii) gain unauthorized access to other computer systems through the website and/or the Service; (iii) disrupt the Service or otherwise act in a manner that negatively affects other users' ability to access and/or use the Service; (iv) harass other users; or (v) collect and/or store usage data, including any individually identifiable user data, about other users of the Service. In the event of any unauthorized use of the Service by an authorized user, Fididel may (i) immediately terminate such authorized user's access to the Service; (ii) terminate the access through the Internet Protocol ("IP") address(es) from which such unauthorized use occurred; and/or (iii) request that Client terminate such authorized user's access to the Service.

2. Rights

2.1 Fididel, Inc. owns all rights, title and interests in and to the Software, Service and any related Documentation.

3. Set-up Installation, Training and Support

3.1 Fididel will provide initial web based training and facilitate installation with Client directly or through a partner. Client agrees to use and channel any support requests to Fididel's support alias at "CustomerServices@fididel.com."

4. Term and Termination

4.1 The term of this Agreement begins on the Effective Date (order date) and, unless terminated in accordance with this Agreement, shall continue until cancelled. Actual billing will commence seven days after the order is placed.

4.2 Client may terminate this Agreement for any reason by giving thirty (30) days written notice to Fididel. Upon termination, any remaining balance is still due to Fididel.

4.3 Either party may terminate this Agreement for breach provided that the other party has been given thirty (30) days written notice to cure such breach.

4.4 Fididel reserves the right to terminate, without cause or notification, Client's use of the Software or Service.

5. Payment

5.1 Client agrees to pay Fididel for the monthly Service as specified in the on-line order form or the monthly manual invoice. All fees due are payable with fifteen (15) days of the date of invoice. Any payments not paid when due shall accrue interest at the lesser of (i) one and a half percent (1.5%) per month or (ii) the highest rate of interest allowed by applicable law. Any payments more than thirty (30) days in arrears will also be subject to a late fee of \$ 50.00.

6. Software Operations

6.1 Fididel will use commercially reasonable efforts to make the Software and Service available in accordance with these Terms, taking into account the Client's internet network, computer, computer system, computer network performance. Fididel will also use commercially reasonable efforts to remedy any interruptions, omissions, mistakes, errors, or bugs in the Software.

7. Miscellaneous

7.1 Warranty: Fididel warrants that the Software does not contain any instructions intentionally designed to modify, damage, destroy, record or transmit information within a computer, computer system, or computer network without the intent or permission of the owner of the information. This warranty does not apply to any "open source codes" included in or incorporated into the Software.

7.2 Limited Liability: Fididel makes no warranty of any kind, expressed or implied, with regard to the Software, LocateNow!, Service or the Documentation. EXCEPT AS EXPRESSLY SET FORTH HEREIN, FIDIDEL DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE INCLUDING THE CONDITION, THE CONFORMITY TO ANY DESCRIPTION, THE EXISTENCE OF ANY ERRORS OR OTHER LATENT OR PATENT DEFECT, THE AVAILABILITY OF FIDIDEL'S

SERVICE, INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, NEGLIGENCE, MERCHANTABILITY OF THE LICENSED SOFTWARE, AND FITNESS FOR ANY PARTICULAR USE. FIDIDEL SHALL NOT BE LIABLE IN ANY EVENT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER LOSS) IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE SOFTWARE AND LOCATENOW! SERVICE. UNDER NO CIRCUMSTANCES SHALL FIDIDEL'S LIABILITY EXCEED THE COST PAID FOR THE SOFTWARE, EVEN IF FIDIDEL HAS BEEN ADVISED OF SUCH POSSIBILITY.

Additionally, Fididel makes no express claims regarding system or Software availability and is not liable for any loss that Client or Users suffer due to unavailability of the system or Software.

7.3 Force Majeure: Both Fididel and its employees shall be excused from any delay or failure in performance hereunder caused by any occurrence or contingency beyond its reasonable control, including, without limitation, the acts of God, war, riot, earthquake, labor disputes, and government requirements.

7.4 Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles. This Agreement will not be governed or interpreted in anyway by referring to any law based on the Uniform Computer Information Transactions Act, even if that law is adopted in California.

7.5 Indemnification: Client shall indemnify and hold harmless Fididel and its officers, directors, managers, employees, agents and subsidiaries from any and all claims or suits brought against Fididel relating to or resulting from Client's use of the Software or Service.

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YEARLY TERMS OF USE

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1.3 Client agrees not to: (i) use any robot, spider, other automatic device, or manual process to monitor or copy the Service, the website, or any content contained therein; (ii) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or the website; or (iii) take any action that imposes an unreasonable or disproportionately large load on the website and/or related infrastructure.

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4. Term and Termination

4.1 The term of this Agreement begins on the Effective Date (order date) and continues for a period of one (1) year, unless terminated in accordance with this Agreement. The Agreement will automatically renew for subsequent one (1) year terms unless either party notifies the other party in writing thirty (30) days prior to the termination date of its intent to cancel. Actual billing will commence seven days after the order is placed.

4.2 Client may terminate this Agreement for any reason by giving thirty (30) days written notice to Fididel. Upon termination, any remaining balance is still due to Fididel.

4.3 Either party may terminate this Agreement for breach provided that the other party has been given thirty (30) days written notice to cure such breach.

4.4 Fididel reserves the right to terminate, without cause or notification, Client's use of the Software or Service.

5. Payment

5.1 Client agrees to pay Fididel for the monthly Service as specified in the on-line order form or the monthly manual invoice. All fees due are payable with fifteen (15) days of the date of invoice. Any payments not paid when due shall accrue interest at the lesser of (i) one and a half percent (1.5%) per month or (ii) the highest rate of interest allowed by applicable law. Any payments more than thirty (30) days in arrears will also be subject to a late fee of \$ 50.00.

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