

Services Agreement

Event 1 Software, Inc., an Oregon corporation ("Event 1"), and _____ ("Customer") agree that the following terms and conditions shall govern support services and/or consulting services to be provided by Event 1 to Customer, as more particularly defined in Section 1.A.(i) and Section 1.B.(i) below (hereinafter sometimes referred to collectively as "Services").

1. Services

A. Support Services

- (i) Support services to be performed or delivered by Event 1 under this Agreement may include, but are not limited to, technical support, investigation, research, installation evaluations, and communication (collectively, "Support Services").
- (ii) During the term of this Agreement, Customer may submit written requests for Support Services to Event 1. Upon written acceptance of the by Event 1 Software, each such request shall become part of and be subject to the terms and conditions of this Agreement.
- (iii) For each request for Support Services issued by Customer and accepted by Event 1, Event 1 will assign a case number identifying a Support Case. The Support Case shall be considered a management instrument that documents the original request, all subsequent related communications, and related actions. A Support Case will have a status of "Open" until (i) Customer and Event 1 mutually agree in writing that the request has been fulfilled, (ii) Customer fails to provide necessary data or information as described in Section 1.C.(ii) below, and as a result thereof, Event 1 determines and notifies Customer in writing that the request cannot be fulfilled, (iii) for any other reason Event 1 determines and notifies Customer in writing that the request cannot be fulfilled, (iv) Customer requests that the Support Case be closed, or (v) Event 1 judges the request to have been fulfilled with or without confirmation from Customer. Event 1 shall notify Customer in writing when a Support Case has been closed.
- (iv) The term "Support Representative" with respect to Support Services shall mean and include, without further definition, Project Manager, Program Manager, Developer, Support Representative, Trainer, or any other classification now or in the future used by Event 1 to classify its personnel.

B. Consulting Services

- (i) Consulting services to be performed or delivered by Event 1 under this Agreement may include, but are not limited to, services with respect to technical support, special studies, installation evaluations, tools, utilities, and components, programming and documentation, application design and development, systems analysis and design, conversions, communication, and implementation planning (collectively, "Consulting Services").
- (ii) During the term of this Agreement, Customer may submit written orders for Consulting Services to Event 1. Upon written acceptance by Event 1, each such order shall become part of and be subject to the terms and conditions of this Agreement.
- (iii) For each order for Consulting Services issued by Customer and accepted by Event 1, the parties shall mutually agree to and attach thereto a Scope of Work ("SOW") with a written estimate of the tasks, deliverables, and conditions for acceptance of deliverables, schedule for performance, and cost for providing the requested Consulting Services. Customer and Event 1 may amend the SOW only by mutual written agreement as set forth with particularity in Section 4 below. If there is any conflict of terms between this Agreement and those of the SOW, the terms of the SOW shall prevail.
- (iv) The term "Consultant" with respect to Consulting Services shall mean and include, without further definition, Project Manager, Program Manager, Developer, Consultant, Trainer, or any other classification now or in the future used by Event 1 to classify its personnel or whom Event 1 assigns to provide or manage Consulting Services to Customer under the SOW.

C. Services – General

- (i) Hours of Service: Services will be provided during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday Pacific Time, excluding Event 1 holidays. The applicable time zone for these hours shall be the time zone of the location from which Event 1 provides Services. Customer may request in writing extended hours beyond the normal hours of service at the prevailing surcharge rates.
- (ii) Customer shall furnish Event 1, at Customer's expense, all technical data and information as Event 1 determines necessary to furnish Services needed to fulfill the request stated in the Support Case or the order stated in the SOW. Customer shall grant Support Representative(s) or Consultant(s) access to Event 1 programs and files at such times as may be required for the adequate delivery of Services.
- (iii) In accordance with Section 7 below, Event 1, at its option, may grant Customer the right to use Event 1 tools, utilities, and components (collectively, "Components") developed by Event 1 to aid in the delivery of Support Services related to the Support Case or to enhance the functionality of Event 1 software products and aid in the delivery of Consulting Services stated in the SOW. When providing Services, Event 1 may order continuing support for the specified Components pursuant to Event 1's service schedule for its software products. With respect to Support Services, Event 1 shall provide continuing support for the specified Components solely to satisfy the request stated in the Support Case while its status remains "Open", and not for any other purpose.
- (iv) Event 1 shall use reasonable effort to perform the Services in a timely manner, but Event 1 shall not be responsible for any delays resulting from circumstances beyond its control.

2. Term and Termination

- A. This Agreement shall become effective on the date of written acceptance by Event 1 and shall remain in force until terminated upon thirty (30) days prior written notice from either party. Completion of any ordered Services or the absence of requests or orders for additional Services shall not terminate this Agreement, it being the intent of the parties to keep this Agreement in effect in the event of future requests or orders for Services.
- B. Event 1 shall have the right to terminate this Agreement upon the occurrence of any of the following events: (i) Customer fails to perform or observe any of its obligations to Event 1 under this Agreement, including, but not limited to, the timely payment of any sums due Event 1 and such failure is not remedied or cured to the reasonable satisfaction of Event 1 within thirty (30) days after Event 1 has sent written notice to Customer; (ii) Customer admits in writing its inability to pay its debts generally as they become due, or executes an assignment or similar document for the benefit of creditors; (iii) the appointment of a receiver, trustee in bankruptcy, or similar officer for the equity or assets of Customer; or (iv) Customer assigns this Agreement without the prior written consent of Event 1. Termination shall not be Event 1's exclusive remedy and no such termination shall adversely affect any claim, right, or action which Event 1 may have for damages or otherwise against Customer regarding any failure of Customer to perform or observe its obligations to Event 1.

3. Support Plans (for Support Services only)

- A. Customer may elect to purchase a combination of prepaid time and other Support Services benefits or to pay for Support Services on an as-needed "pay-as-you-go" basis (collectively, "Support Plans"). Support Plan minutes expire on annual basis. The details of the available Support Plans are provided at www.event1software.com
- B. Event 1 shall track its billable time and offset the same against the amount of time purchased under a Support Plan. Actual time spent will be rounded to the nearest 1/10th hour and multiplied by the applicable hourly rate.
- C. Event 1 has no obligation to refund any monetary amount or provide credits of any type for unused time or benefits under a Support Plan at the termination of this Agreement. Unused time or benefits shall not carry forward to future agreements and shall not be applied to services outside of this Agreement, unless otherwise specified in the proposal or scope of work.
- D. If Customer purchases an Essential Success Membership Plus (ESM Plus), time and benefits listed are for specified services only. Specific ESM Plus time and services must be applied to the specific type of service and unused time cannot be applied to other services. ESM Plus benefits expire annually.

4. Charges

- A. Customer agrees to pay for all Services delivered by Event 1 in accordance with Event 1's established rates and minimums in effect when Services are rendered, including then prevailing surcharges for extended hours beyond the normal hours of service as may be requested by Customer, or otherwise. Additionally, Customer agrees to reimburse Event 1 for all out-of-pocket expenses incurred by Event 1 in providing Services, including, without limitation, shipping costs and reasonable travel, subsistence, and lodging expenses, if any, as well as any special or unusual expenses incurred at Customer's specific request. All Support Services provided under this Agreement shall be considered billable, except in the event that the nature of the Support Case is in response to a defect in an Event 1 software product.
- B. Unless Customer has purchased a Support Plan for Support Services and has unused time remaining or Event 1 receives a prepaid order for Consulting Services, Event 1 shall invoice Customer monthly for Services rendered in the previous month or, with regard to Consulting Services only, in accordance with any milestone payment schedule in the SOW. Invoices are due and payable in full upon receipt. Invoices not paid when due will have a one and one-half percent (1.5%) per month interest charge or the highest lawful rate, whichever is less, assessed against the unpaid balance from the date of the invoice until the date of payment. Customer shall pay all costs incurred by Event 1 in collecting Customer's overdue account, including reasonable attorney's fees.
- C. All charges and rates exclude applicable sales, use, and like taxes. Customer is responsible for paying such taxes, which Event 1 will include as a separate line item on each invoice. All charges are in US dollars. Actual time spent will be rounded to the nearest 1/10th hour and multiplied by the applicable hourly rate.
- D. Event 1's standard rates for Consulting Services are set forth in on our website, www.event1software.com. Such rates shall apply, unless specifically stated otherwise in the SOW or Annual Service Plan Agreement.
- E. Event 1's standard rate for Support Services, which shall apply only to customers desiring Support Services who do not sign this Agreement, is set forth on our website, www.event1software.com. Otherwise, Customer shall pay the annual fee, if any, and hourly rate set forth in the Support Plan selected by Customer upon execution of this Agreement. If the amount of prepaid time purchased under a Support Plan has been used in full, including any applicable grace period, Event 1 will charge additional time during the remainder of the term of this Agreement at the hourly rate specified for the Support Plan purchased.

5. Supervision

- A. While providing Services under this Agreement, if a Support Representative or Consultant is present on Customer's premises, remotely accessing Customer's computer systems, or engaged in a teleconference with Customer, Support Representative or Consultant shall within reason conform to Customer's published policies and procedures and shall abide by Customer's directions relative to personal conduct, security, and confidentiality, and in the case of Consulting Services, consistent with the SOW.
- B. It is the express intention of the parties that Event 1 and its Support Representatives and Consultants are an independent contractor and not an employee, agent, or partner of Customer. Nothing in this Agreement shall be interpreted as creating the relationship of employer and employee between Event 1, its Support Representatives and Consultants, on the one hand, and Customer, on the other.
- C. Should a Support Representative or Consultant be unable to perform Services because of illness, resignation, or other causes beyond Event 1's control, Event 1 will attempt to replace such Support Representative or Consultant within a reasonable time, but Event 1 shall not be liable for failure to replace such Support Representative or Consultant within any specific time frame requested by Customer.

6. Change Orders (for Consulting Services only)

- A. If either party desires to change the scope of Services within the SOW, such party (the "requesting party") shall submit to the other party (the "receiving party") a written and signed request for such change ("Change Order"). Each Change Order shall set forth in reasonable detail the nature of the change in the Services being requested, the recommended increase or decrease in personnel or other resources, if any, and any impact the Change Order will have on the SOW schedule when implemented. The receiving party will use commercially reasonable efforts to

review and respond to the Change Order within ten (10) business days after receipt thereof. The receiving party may approve, propose modifications to, or disapprove the requested Change Order. Neither party shall unreasonably disapprove a Change Order presented by the other. If the receiving party disapproves or proposes modifications to the requested Change Order, the receiving party shall provide to the requesting party in writing, the reasons for denying or proposing modifications to the requested Change Order. If the parties fail to agree on a specific Change Order, including cost and scheduling impacts on the SOW, Event 1 shall continue to provide Consulting Services at the service level provided prior to the requested Change Order. Event 1 shall have the right to allocate its resources to the extent necessary to achieve the service levels required by a mutually agreed upon Change Order.

- B. Event 1's assigned Consultant will analyze all Change Orders, whether originated by Customer or Event 1, and generate an initial assessment as to the impact on the SOW, particularly cost and schedule impacts, within five (5) business days. Subject to the provisions of Section 6.A. above, Event 1 will incorporate changes that do not affect the cost of or the schedule for providing Consulting Services within the existing SOW; where proposed changes have cost or schedule impacts on the SOW, Event 1 will report the same to Customer within the ten (10) day response period set forth in Section 6.A. above.
- C. A stop work notice or a request for suspension of performance by Customer shall be considered a Change Order and treated in the manner set forth in Section 6.A. above. Any resumption of Consulting Services shall require a mutual review and written acceptance of the applicable SOW and any changes or amendments thereto.

7. Proprietary Information

- A. In order to allow Event 1 to perform Services under this Agreement, Customer may, from time to time, disclose to Event 1 certain information respecting Customer's technical, financial, statistical, and personnel data (collectively, "Information"). Event 1 shall protect Information that Customer submits to Event 1 electronically or in writing, clearly and conspicuously marked as confidential, against unauthorized disclosure with the same degree of care and discretion Event 1 uses with its own or other customers' information which Event 1 does not want disclosed to third parties. However, Event 1 shall not be required to protect Information which (i) is or becomes publicly available, (ii) is already in Event 1's or an affiliate's possession, (iii) Event 1 or an affiliate independently develops outside the scope of this Agreement, or (iv) Event 1 rightfully obtains from third parties.
- B. Event 1 shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic data conversion, integration, or software development that is developed during the course of or results from Services provided under this Agreement.
- C. Certain information and materials delivered by Event 1 to Customer hereunder, including, but not limited to, Components and Data (as such term is defined in Section 8 below), are confidential and proprietary trade secrets of Event 1 and are furnished solely to assist Customer under each Support Case or the SOW. All such confidential and proprietary information shall be so marked and Customer shall abide by the terms of such markings and not reproduce or copy such information or disclose such information to third parties without written permission from Event 1.

8. Rights In Data

Title to and ownership of all written materials first developed or created for Customer by Event 1 under this Agreement, including, but not limited to, software, magnetic and optical disks, tapes, listings, and other software documentation (collectively, "Data") and all proprietary rights therein shall at all times remain with Event 1; however, Event 1, subject to the payment by Customer of all charges for Services, grants to Customer a personal, non-exclusive, non-transferable right to use Components and Data furnished to Customer by Event 1. All other software and related documentation furnished to Customer hereunder shall be subject to a separately executed End User License Agreement. Except and to the extent expressly provided in this Section 8, Event 1 does not transfer or grant any other license or right to Customer, including any license by implication, estoppel, or otherwise, under any patent, trade secret, trademark, or copyright.

9. Indemnification

- A. Event 1 shall (notwithstanding anything to the contrary herein nor the expiration or termination of this Agreement) indemnify and hold harmless Customer against any and all claims, damages, liabilities, costs, and expenses, including legal expenses and reasonable counsel fees, arising out of or caused by: (i) infringement of any trademark, patent, copyright, right of privacy, publicity, name or likeness, or any other intellectual property right of another person, or misappropriation or unauthorized use or disclosure of any trade secret of another person, by Event 1 or any materials or Services provided by Event 1; (ii) any breach of any representation, warranty, or agreement made by Event 1 herein; (iii) any defect in materials or Services provided by Event 1, provided, however, that materials provided to Event 1 by Customer, regardless of editing, modifications, or improvements by Event 1, shall not, for purposes of this subsection (iii), be deemed materials or Services provided by Event 1, unless the changes made by Event 1 create the basis for a claim that otherwise would not exist; or (iv) intentional misconduct or violation of any applicable law by Event 1. If the use by Customer of any part of Event 1's materials or Services shall be enjoined or held to infringe any intellectual property right(s) as a result of Event 1's conduct, Event 1 shall substitute for that part of its materials or Services other equally satisfactory equivalents, procure the right for Customer or Customer's assignees, licensees, or transferees to continue to use such materials or Services, or, only if equally satisfactory equivalents are unavailable, shall purchase back the enjoined or infringing part of its materials or Services and refund to Customer or Customer's assignees, licensees, or transferees the sums paid for the infringing materials or Services. Customer will promptly notify Event 1 in writing of any claim or litigation to which the foregoing indemnity applies. Event 1 may assume the defense or settlement of any such claim or litigation and, if Event 1 does so, Event 1's obligations shall be limited to the amount of any judgment or settlement approved by Event 1. Customer shall cooperate with Event 1 in such defense and settlement. Customer may, at its own cost, retain counsel to assist in the defense of a claim, provided, however, that Event 1 shall retain control thereof.
- B. Customer shall (notwithstanding anything to the contrary herein nor the expiration or termination of this Agreement) indemnify and hold harmless Event 1 against any and all claims, damages, liabilities, costs, and expenses, including legal expenses and reasonable counsel fees, arising out of or caused by any matter contained in materials provided by Customer. Event 1 will promptly notify Customer in writing of any claim or litigation to which the foregoing indemnity applies. Customer may assume the defense or settlement of any such claim or litigation and, if Customer does so, Customer's obligations shall be limited to the amount of any judgment or settlement approved by Customer. Event 1 shall cooperate with Customer in such defense and settlement. Event 1 may, at its own cost, retain counsel to assist in the defense of a claim, provided, however, that Customer shall retain control thereof.

10. Support Representatives and Consultants

- A. The parties recognize that Event 1 Support Representatives and Consultants may from time to time perform services for others similar to Services performed for Customer under this Agreement. Accordingly, this Agreement shall not prevent Event 1 from performing such similar services or restrict Event 1's use of the same Support Representatives(s) or Consultants provided under this Agreement. Event 1 will make every effort

consistent with sound business practices to honor a specific request of Customer with regard to the assignment of Support Representatives and Consultants; however, Event 1 reserves the sole right to determine each such assignment.

- B. Customer and Event 1 acknowledge and agree that the Support Representatives and Consultants are highly important to the success of Event 1 in fulfilling the intent of this Agreement. Accordingly, Customer hereby covenants and agrees that it will not, either directly or indirectly, solicit, divert, or hire, or attempt to solicit, divert, or hire, (i) any Support Representative engaged in providing Support Services under this Agreement at any time during the term hereof and for a period of twelve (12) months thereafter, or (ii) any Consultant engaged in providing Consulting Services under this Agreement at any time a SOW is in effect and for a period of twelve (12) months following completion of Consulting Services thereunder. Furthermore, Customer agrees that should a Support Representative, Consultant, or any other Event 1 employee in any way approach Customer for employment in Customer's organization, Customer shall inform said individual that Customer will not consider such employment for the period referenced above without the express written permission of Event 1.
- C. The parties understand that Event 1 trains its Support Representatives and Consultants with specific knowledge to conduct Services requested by Customer. Customer recognizes that the loss of any such knowledgeable and trained employee would constitute damages to Event 1 that are difficult to quantify. Therefore, the parties agree that in the event of any breach of Section 10.B. above, Customer shall pay to Event 1 fifty percent (50%) of the employee's then current annualized gross salary to compensate Event 1 for such damages.

11. Disclaimer of Warranty

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT, WITH RESPECT TO SERVICES, COMPONENTS, OR DATA FURNISHED UNDER THIS AGREEMENT. EVENT 1 DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EVENT 1 DOES NOT WARRANT THE RESULT OF ANY SERVICES OR THAT SUCH SERVICES WILL MEET CUSTOMER'S REQUIREMENTS.

12. General

- A. Limitation of Liability: Except as expressly provided otherwise herein or by law, Event 1 shall not be liable to Customer for any loss or damage claimed to have resulted from or in connection with the use, operation, or performance of Services rendered hereunder, regardless of the form of action. In no event shall Event 1 be liable to Customer for (i) any special, indirect, incidental, or consequential damages, even if Event 1 has been advised of the possibility thereof, (ii) any damages resulting from latent defects or loss of Data or profits, (iii) any claim, whether in contract or tort, that arose more than one year prior to institution of suit thereon, or (iv) any actual damages (except damages resulting from gross negligence or intentional misconduct) in excess of the fees paid by Customer for said Services.
- B. Assignment: Customer may not assign any of its rights or obligations hereunder except with Event 1's prior written consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- C. Force Majeure: Dates or times by which Event 1 is required to render performance under this Agreement shall be postponed automatically to the extent that Event 1 is prevented from meeting them by any causes beyond its reasonable control.
- D. Choice of Law: The laws of the State of Oregon will govern the construction and operation of this Agreement and all disputes hereunder without regard to the conflicts of laws provisions thereof. Venue of any actions arising under or because of the existence of this Agreement or performance of it by the parties shall be in Multnomah County, Oregon.
- E. Severability: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision in this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- F. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or by courier, facsimile transmission, or email, or when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

If to Event 1:

Event 1 Software, Inc.
Attention: Contracts Administration
3305 Main Street, Suite 303
Vancouver, WA 98663
Fax: 360-567-3756
Email: accounting@Event1software.com

If to Customer:

Attention: _____

Telephone: _____
Fax: _____
Email: _____

Either party may change the applicable address by providing written notice in the manner set forth above.

- G. Attorney Fees: If any proceeding, suit, action, or claim is instituted to enforce or interpret any of the terms or conditions of this Agreement, the prevailing party shall recover from the party not prevailing, in addition to any other rights and remedies it may have, such sums as any arbitration panel or court finds reasonable as attorney fees and costs in arbitration, at trial, or on appeal. In the event of a settlement of a dispute concerning any of the terms or conditions of this Agreement, the parties shall pay attorney fees, costs, and disbursements in accordance with the provisions of the settlement agreement.
- H. Waiver: Failure of either party to insist, in any instance, upon strict performance by the other party of any provision of this Agreement shall not be construed or deemed to be a waiver of such or any other provision of this Agreement or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. All rights and remedies of the parties hereto are separate and cumulative.
- I. Amendment: This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- J. Entire Agreement: This Agreement, together with the attached Addenda, constitutes the entire agreement of the parties and supersedes any prior written or oral agreement between the parties, and there are no other promises or conditions in any other agreement, whether written or oral, with respect to the subject matter hereof.

CUSTOMER:

By: _____
(Type or print name) Signature
Title: _____
Date: _____

EVENT 1 SOFTWARE, INC.:

By: _____
(Type or print name) Signature
Title: _____
Date: _____