SOFTWARE AS A SERVICE PROVIDER AGREEMENT

THIS SOFTWARE AS A SERVICE PROVIDER AGREEMENT ("Agreement") is made as of the Effective Date by and between Columbia Ultimate, Inc. doing business as RevQ, a Washington State corporation with offices located at 4400 NE 77th Avenue Suite 100, Vancouver, WA 98662 and State of Nevada hereafter defined as "Customer".

W I T N E S S E T H

WHEREAS, RevQ is in the business of developing and providing debt collection software using Internet technology and electronic commerce applications; and

WHEREAS, Customer desires to engage the services of RevQ to provide debt collection software using Internet technology solutions and electronic commerce applications to Customer.

NOW, THEREFORE, RevQ and Customer hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.01 – Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 – Definitions: The following definitions shall apply:

(1) Acceptance Date: The term "Acceptance Date" shall mean the date the Revenue Results Software is loaded on Customer's computer.

(2) Access: The term "Access" and variants thereof (including, but not limited to, the terms "access", "accessible" and "accessing") shall mean to store data in, retrieve data from or otherwise approach, display, reproduce, frame, establish a Link to, or make use of (directly or indirectly) through electronic means or otherwise.

(3) Associate: The term "Associate" shall mean an employee of RevQ or an independent contractor hired by RevQ

(4) Authorized Person: The term "Authorized Persons" shall mean (i) employees and legal counsel of the Receiving Party with a need to know Confidential Information disclosed to Receiving Party by Disclosing Party and (ii) persons or organizations with a need to know Confidential Information and who agree in writing to maintain the confidentiality of such Confidential Information.

(5) Coding: The term "Coding" shall mean software, programming codes, models, processes, events, methods, properties, scripts or statements for developing the Revenue Results Software as written in a programming language, including (without limitations) Visual Basic (VB), Active Script (ASP), C++, C#, VBScript, Extended Markup Language (XML), Hypertext Markup Language (HTML).

(6) Configuration: The term "Configuration" shall mean the computer hardware, operating system, Microsoft Word version, or other third party software as stated by RevQ in the On-line SAAS Hardware and Software Requirements posted at www.revq.com, and Customer, Internet access software, and browser configuration requirements for the Revenue Results Software.

(7) Confidential Information: The term "Confidential Information" shall mean all information identified in writing as confidential information and which is not: (a) already known to the Receiving Party from a source other than the Disclosing Party; (b) conveyed to the Receiving Party by a third party without any restriction as to confidentiality or use; (c) independently developed without reference to the confidential information or (d) in the public domain.

(8) Consulting Services: The term "Consulting Services" shall mean those certain consulting, programming, conversion, analysis, training and ad hoc services provided by RevQ to Customer as set forth in Section 2.02.

(9) Content: The term "Content" shall mean information, including (without limitation) data information provided by Customer to RevQ, and any Technology uploaded, posted or submitted by Customer on the Revenue Results Software.

(10) Customer Materials: The term "Customer Materials" shall mean the Content and Technology disclosed or provided to RevQ by Customer for the purposes of utilizing the Revenue Results Software.

(11) Defect: The term "Defect" shall mean programming errors and other defects in the RevQ System, Revenue Results Software as defined in Article III Scope of Support which substantially impair the performance of the Revenue Results Software as represented in the Documentation equating to the Release of the Software currently used by the Customer.

(12) Defect Notice: The term “Defect Notice” shall mean that written notice from Customer to RevQ identifying Defects.

(13) Disclosing Party: The term “Disclosing Party” shall mean a party to this Agreement who reveals Confidential Information to the other party to this Agreement.

(14) Documentation: The term “Documentation” shall mean the Revenue Results Software guide describing the functions of the Revenue Results Software as provided by RevQ in printed or electronic form.

(15) Effective Date: The term “Effective Date” shall mean the date this Agreement is signed by RevQ and Customer (whichever is later).

(16) Implement: The term “Implement” and variants thereof (including, but not limited to, the terms “implementation”, “implementing”, and “implemented”) shall mean to load and make available for Customer access and use.

(17) Internet: The term “Internet” shall mean that certain global network of computers and devices commonly referred to as the “Internet”, including (without limitation) the World Wide Web.

(18) Link: The term “Link” shall mean text, icons or graphic symbols in web pages (visible or transparent) that upon search, selection or activation link or associate to, execute, access or retrieve an off-screen Host Site or Technology.

(19) Monthly Fee: The term “Monthly Fee” Shall mean an amount of money as determined by the most current Revenue Results Software Schedule (attached as Exhibit A) as signed by RevQ and Customer.

(20) Nonpayment Notice: The term “Nonpayment Notice” shall mean that written notice from RevQ to Customer alleging nonpayment under this Agreement and seeking to cancel this Agreement or a Service Order unless payment is rendered by Customer as provided thereunder.

(21) Password: The term "Password" shall mean that certain password and user name assigned to the Customer for accessing the Revenue Results Software according to the Policy Statement and RevQ guidelines and practices.

(22) Policy Statement: The term "Policy Statement" shall mean those certain written statements of policies, terms of use and legal notices concerning access to the Revenue Results Software as may be adopted by RevQ and as modified by RevQ from time to time or other RevQ policy as necessary. The Policy Statement is posted on RevQ’s Web Site.

(23) Receiving Party: The term “Receiving Party” shall mean a party to this Agreement who receives Confidential Information from the other party to this Agreement.

(24) Release: The term “Release” means an update of the Revenue Results Software, subsequent to the initial delivery of the Software, in which RevQ provides multiple new features and functionality. A Release will have updated Documentation, a new Release number, and by its nature will include any accumulated corrections which make the Revenue Results Software conform to the Documentation, or any improvements in the performance of the Revenue Results Software

(25) Revenue Results Software: The term “Revenue Results Software” shall mean those certain electronic commerce software applications developed and made available by RevQ to Customer and identified on the Revenue Results Software Schedule as the Revenue Results Software, including (i) any and all Host Sites therein; (ii) any and all RevQ Technology used, incorporated, stored or accessible therein; and (iii) any and all Technology provided to RevQ all as implemented on the RevQ System and made accessible to the Customer through the Internet.

(26) Revenue Results Software Schedule: The term “Revenue Results Software Schedule” shall mean published products and services and prices offered and published by RevQ from time to time (as may be modified by RevQ from time to time) a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

(27) Revenue Results Software Services: The term “Revenue Results Software Services” shall mean Revenue Results Software features and services provided by RevQ as described in Exhibit B (Service Order), to facilitate the maintenance and use of the Revenue Results Software as defined in Exhibit A.

(28) RevQ Host Site: The term “RevQ Host Site” shall mean that certain RevQ Host Site, which is located on the Internet at IP Address posted in the Policy

Statement, as may be relocated from time to time, including any and all RevQ Technology used, incorporated, stored or accessible therein, as implemented on the RevQ System and made accessible to the Customer through the Internet.

(29) RevQ System: The term "RevQ System" shall mean computer systems and communication equipment designated and controlled by RevQ and used for hosting the Revenue Results Software at the RevQ Host Site.

(30) RevQ Technology: The term "RevQ Technology" shall mean any and all Technology developed by or for RevQ, including (without limitation) the Revenue Results Software and RevQ Host Site.

(31) Service Order: The term "Service Order" shall mean those certain Service Orders (the form of which is attached hereto as Exhibit B and by reference incorporated herein) as signed by Customer and RevQ

(32) Services: The term "Services" shall mean the Revenue Results Software Services, and the Consulting Services (as applicable).

(33) Technology: The term "Technology" shall mean (i) evaluation, technical, scientific, engineering, marketing, catalog, financial and business reports, plans, studies, diagrams, or flow charts; (ii) all forms and types of scientific, technical, economic, or engineering information; and (iii) information, data, ideas, works of authorship, computer software, source code, object code, executable code, software libraries, documentation, databases, database designs, data dictionaries, data models, fields, records, scripts, texts, list server email logs, interface designs, protocols, screen displays, Web Sites, web pages, Links, Audiovisual Components, Coding, Documentation, patterns, compilations, formulas, methodologies, techniques, processes, procedures, adaptations, derivative works, computers, machines, articles of manufacture, improvements, hardware, peripherals, components and networks, whether tangible or intangible, and whether stored, compiled, or memorialized (without limitation) physically, electronically, graphically, photographically, or in writing.

(34) Term: The term "Term" shall be the period of time set forth in Section 7.02 of this Agreement.

(35) Tools: The term "Tools" shall mean third party Technology incorporated in whole or in part into the Revenue Results Software.

(36) Upgrade: The term "Upgrade" means an update to the Revenue Results Software, subsequent to the initial delivery of the Software, in which RevQ has incorporated any accumulated corrections which make the Revenue Results Software conform to the then current Documentation, any improvements in the performance of the Revenue Results Software, any minor new feature or functionality which were not formerly functions of the Revenue Results Software.

(37) Web Site: The term "Web Site" shall mean that certain multimedia interactive product, which is a compilation of RevQ data, information, computer software, Audiovisual Components and Coding, formatted for access on the world wide web of the Internet and commonly referred to as a web site.

ARTICLE II: SCOPE OF SERVICES

Section 2.01 – Revenue Results Software Implementation: RevQ shall provide to the Customer the Revenue Results Software via a secure RevQ Host Site. RevQ will also provide the initial training needed for the Customer to use the Revenue Results Software at a basic level via the telephone, Internet options and from time to time, interactive electronic training materials. It is the Customer's responsibility to learn and use the Revenue Results Software to the fullest extent possible in the Customer's debt collection environment.

Section 2.02 – Consulting: RevQ shall provide Consulting Services to Customer as requested by Customer and approved by RevQ pursuant to a Service Order.

Section 2.03 – Scope: The scope of this Agreement shall include the Revenue Results Software Schedule and each Service Order, the terms of which are incorporated herein and made a part hereof. In the event of any conflict between the terms of this Agreement and the terms of any Revenue Results Software Schedule and Service Order, the terms of this Agreement shall govern.

Section 2.04 – Entire Agreement: The Revenue Results Software Schedule and each Service Order, together with any schedules, appendices, and other attachment thereto or other agreements (including this Agreement) which are specifically incorporated therein as part of the Revenue Results Software Schedule or Service Order, shall constitute the entire agreement between Customer and RevQ with respect to the matters, referred to therein and shall supersede all proposals,

oral and written, and all other communications between the parties in relation to the subject matter of such Revenue Results Software Schedule and Service Order which have not otherwise been incorporated in writing as a part of such Revenue Results Software Schedule or Service Order.

Section 2.05 – Personnel: The personnel assigned to perform Services shall be determined solely by RevQ. Customer hereby acknowledges and agrees that RevQ may engage independent contractors to perform the Services on behalf of RevQ

Section 2.06 – Access: Customer hereby authorizes RevQ to access the Customer Materials and Customer's personnel, facilities, information, data, computers, and computer software for purpose of performing this Agreement. Such access shall be subject to the confidentiality provisions hereunder. Customer hereby grants permission to RevQ to incorporate anonymous statistics into publicly available reports, which may be derived from Customer's data as follows:

(a) Associated debtor and account information regarding only numbers and dollars.
(b) Number of Revenue Results Software Customers.
(c) Geographic distribution of Revenue Results Software.
(d) Customer profiles without attributing information to Customer identities.

Section 2.07 – Schedule: The Services shall be performed during the hours of 5:00 a.m. through 5:00 p.m., Pacific Standard Time, Monday through Friday (excluding holidays), unless otherwise required (determined exclusively by RevQ). Notwithstanding the foregoing, the Revenue Results Software Services will be performed outside of the scheduled hours if Customer and RevQ reasonably determine that a delay in providing such Revenue Results Software Services would result in material loss or damage to Customer.

Section 2.8 – Facilities: The Services shall be performed at the facilities of RevQ, unless otherwise reasonably required by both parties.

ARTICLE III: SCOPE OF SUPPORT

Section 3.1 - Software Error: If Customer believes that there is an Error, Customer will notify RevQ, describing the Error in such detail as is reasonably necessary and available for RevQ to provide resolution of the Error. RevQ shall promptly investigate the Error and shall advise Customer of RevQ's plans for corrective action. RevQ shall remedy such Error as follows:

1. Priority 1 Error (Down System). The Software is not operational in that it prevents more than fifty percent (50%) of the permitted users from simultaneously accessing the system, fails catastrophically in response to input files or does not perform more than fifty percent (50%) of its documented functions. If this occurs, RevQ will promptly respond and shall use its best efforts to provide a resolution to Priority 1 Errors within thirty-six (36) hours of receipt of an Error report.
2. Priority 2 Error (Detrimental). The Software is usable, performs most, but not all of its documented functions. If this occurs, RevQ shall use its best efforts to provide a resolution to a Priority 2 Error within five (5) business days of receipt of an Error report.
3. Priority 3 Error (Inconvenient). The Software is usable but due to an error does not provide the function in the most convenient way. If this occurs, RevQ shall use its best efforts to provide a solution for problems designated a Priority 3 Errors within thirty (30) calendar days of receipt of an Error report.

RevQ Support Hours shall be performed during the hours of 5:00 a.m. through 5:00 p.m., Pacific Standard Time, Monday through Saturday (excluding holidays), unless otherwise required (as determined exclusively by RevQ).

ARTICLE IV: Revenue Results Software SERVICES

Section 4.01 – Revenue Results Software License: RevQ hereby grants Customer a non-exclusive, non-transferable and revocable license to use the Revenue Results Software and to permit the Customer to use the Revenue Results Software, in executable code form. Customer shall not copy the Revenue Results Software or use the Revenue Results Software on any other computer other than the RevQ System. Except as set forth herein, Customer shall not use any Technology created or generated during use or access to the Revenue Results Software on any other computer other than the RevQ System. The license granted by RevQ under this Section 4.01 shall be valid for the Term.

Section 4.02 - Backup and Usage Information: RevQ shall backup the Revenue Results Software each business day using commercially reasonable backup procedures. We will maintain 10 business days of data on-site.

Section 4.03 – Passwords: Customer hereby acknowledges and agrees that access to Revenue Results Software (as determined by RevQ) is subject to use of a Password defined as the. "Customer Password". Customer acknowledges that RevQ shall not provide full or administrative access to the Revenue Results Software or the hosting equipment. Access to the Revenue Results Software shall be determined in the exclusive discretion of RevQ. RevQ shall maintain all password information in strict confidence. Customer hereby

accepts responsibility for, and shall be liable for, all access to the Revenue Results Software in connection with Customer Passwords. Customer shall be responsible for the confidentiality of the Customer Password.

Section 4.04 – Access: Customer hereby acknowledges and agrees that access to the Revenue Results Software may be affected by local market telecommunication network activity, capacity and compatibility with third party communication equipment, Internet access software and browser. RevQ hereby disclaims and Customer hereby waives any and all RevQ responsibility for any Defect or service interruption in connection with local market telecommunication network activity, capacity and compatibility with third party communication equipment, Internet access software and browsers.

Section 4.05 – Policy Statement: The Customer shall comply with the Policy Statement and access the Revenue Results Software according to the Policy Statement. RevQ may modify the Policy Statement from time to time at the exclusive discretion of RevQ

Section 4.6 – Exclusivity: Customer hereby acknowledges and agrees that RevQ shall be the exclusive provider of Internet access, hosting, and web design services for the Revenue Results Software and related websites. The RevQ System shall be accessed exclusively by RevQ for purposes of performing this Agreement. In no event shall Customer use third parties or permit third parties to access the Revenue Results Software for purposes of performing any services concerning the Revenue Results Software, including (without limitation) third party Internet service providers, web designers, e-commerce solution providers, or third-party advertising management services in connection with the Revenue Results Software.

Section 4.7 - Contact Person: RevQ and Customer shall each designate a principal contact person who shall act as a liaison between RevQ and Customer and who shall have sufficient authority to grant or communicate the granting of all necessary approvals.

ARTICLE V: INTELLECTUAL PROPERTY

Section 5.01 – RevQ Technology: Title to RevQ Technology (excluding the Tools), including all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of RevQ . Customer hereby acknowledges that the RevQ Technology shall not be deemed "works made for hire" under the U.S. Copyright Act [17 U.S.C. § 101 et seq.]. Customer hereby assigns transfers and conveys any and all rights, title and interests, Customer may have or accrue in connection with development or use of the RevQ Technology, including (without limitation) any and all ownership rights to patents, trademarks, copyrights and trade secrets in connection therewith.

Section 5.02 – Customer Materials: Title to Customer Materials, including all ownership rights to data, patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of Customer.

Section 5.03 – Authorization: Customer hereby represents and warrants that Customer has obtained all necessary authorizations, permissions or licenses to distribute and provide the Customer Materials to RevQ. Customer hereby represents and warrants that Customer has the authority to grant the license granted by Customer to RevQ under this Agreement. Customer hereby represents and warrants that use, reproduction, display and performance of Customer Materials by RevQ shall not infringe upon or violate any patent, copyright, trade secrets or trademark rights of any third party or violate any laws, including (without limitation) the United States export laws (Export Administration Act, 15 CFR 730-774) and import laws.

Section 5.04 – Confidentiality: The Receiving Party shall not disclose Confidential Information except to Authorized Persons. The Receiving Party shall hold Confidential Information in confidence and shall not duplicate, use or disclose Confidential Information except as permitted under this Agreement. Receiving Party shall require Authorized Persons who receive Confidential Information from Receiving Party to hold and maintain such Confidential Information in confidence and not use or reproduce such Confidential Information except as permitted under this Agreement. The RevQ Technology (excluding the Tools and RevQ Technology authorized by RevQ for access through the Internet without a Password) shall be deemed Confidential Information of RevQ. This Section 5.04 shall survive termination and cancellation of this Agreement.

Section 5.05 – RevQ Customer Reference: Customer hereby acknowledges and agrees that RevQ shall have the right to use the name of Customer and a mutually agreeable graphic logo for reference as a customer of RevQ services for referral and marketing purposes.

Section 5.06 – Unauthorized Use: Customer shall not (directly or indirectly) copy or download the Revenue Results Software or RevQ Host Site without the prior written consent of RevQ. Customer shall not modify, reverse engineer, reproduce, display, perform or distribute, establish a Link to, associate (directly or indirectly) itself with, or cause

confusion, including (without limitation) by framing, metatags or similar means, the Revenue Results Software or RevQ Host Site and shall not allow the Revenue Results Software to be reverse engineered.

Section 5.07 - Unauthorized Access: Customer shall prevent any individual to access the Revenue Results Software except for the exclusive purpose of accessing the areas of the Revenue Results Software designated by RevQ in the exclusive discretion of RevQ solely for purposes of viewing, browsing, retrieving, uploading and posting information on and ordering products through the Revenue Results Software, according to the Documentation during the Term using a Password (as may be required) subject to the terms and conditions of this Agreement. Customer shall prevent any access to the Revenue Results Software except for the exclusive purpose of accessing the areas of the Revenue Results Software designated by RevQ in the exclusive discretion of RevQ solely for purposes of viewing, browsing, retrieving, uploading and posting information on and ordering products through the Revenue Results Software, according to the Documentation during the Term using a Password (as may be required) subject to the terms and conditions of this Agreement.

Section 5.08 -- No Contest: Customer shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets (as applicable) of RevQ in connection with the Revenue Results Software.

Section 5.09 -- Trademarks: RevQ shall retain all rights, title, and ownership interests in trademarks, trade names, service marks and trade dress of RevQ and goodwill associated therewith. Customer acknowledges that, excepting the trademarks of RevQ, all other product, service and company names mentioned in the Revenue Results Software may be trademarks of their respective owners.

Section 5.10 – Continuation: The terms and provisions of this Article V shall survive termination and cancellation of this Agreement.

ARTICLE VI: PAYMENTS

Section 6.01 – Pricing: Customer hereby acknowledges and agrees that access to the Revenue Results Software for the Customer is valid only when the Customer pays RevQ the applicable Monthly Fees as described in the attached Revenue Results Software Schedule, on the 1st day of each month the Software is in use. RevQ must give Customer at least 60 days prior written notice of changes in the foregoing fees.

Section 6.02 – Expenses: Customer shall pay all reasonable direct costs, including (without limitation) postage, shipping, telephone, communications, fees charged by third parties, insurance, travel, per diem, material and reproduction costs incurred by RevQ in performing Services at rates and in amounts approved by Customer before such costs are incurred.

Section 6.03 – Taxes: Customer shall pay any and all applicable taxes (excluding income taxes assessed against RevQ) assessed by governmental entities on the goods and services provided hereunder.

Section 6.4 – Invoice: Customer shall pay any invoices by RevQ for Monthly Fee's, Service Orders, and expenses in connection with the Services. Customer shall pay any such invoice in full on the due date thereof or within thirty (30) days of receiving such invoice (whichever is earlier).

ARTICLE VII: TERMINATION

Section 7.01 – Termination Limits: This Agreement and each Service Order shall only be terminated or canceled as provided under this Article VII.

Section 7.02 – Term: The term of this Agreement shall be valid for 12 months from the Effective Date of this Agreement. Subsequent to the initial 12 months, Term shall continue to be defined in 12 month increments and this Agreement will remain in effect unless otherwise noted in compliance with the terms of this Agreement.

Section 7.03 – Termination Without Cause: Either party may terminate this Agreement for convenience by providing ninety days advance written notice of termination to the other party. Upon termination, the Customer will only be responsible for the amount up to the ninety day period.

Section 7.04 – Cancellation Without Cure: Either party may terminate this Agreement at any time upon written notice to the other party in the event of the occurrence of one or more of the following events:

(i) If a petition under any foreign, state or United States bankruptcy act, receivership statute or similar laws, as they now exist or as they may be amended from time to time, is filed by the other party; or

(ii) If such a petition is filed by any third party, or an application for a receiver of the other party is made by anyone and such petition or application is not resolved favorably by such party within sixty (60) days.

Section 7.05 – Cancellation With Cure: If a party violates its obligations under this Agreement or a Service Order, the other

party may cancel the Agreement or such Service Order because of breach by sending written notice of cancellation to the other party describing the noncompliance to the non-complying party. Upon receiving such cancellation notice, the non-complying party shall have thirty days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required thirty day period, the party providing cancellation notice shall have the right to cancel this Agreement or the Service Order as of the thirty-first day after the date of such cancellation notice as specified in such cancellation notice.

Section 7.06 – Nonpayment: Notwithstanding Section 7.04, Customer failure to pay an invoice when due shall be sufficient cause for cancellation of this Agreement and any Service Order by RevQ as provided hereunder. RevQ shall exercise such right of cancellation by submitting Nonpayment Notice to Customer. Upon receipt of Nonpayment Notice, Customer shall have ten days to cure the nonpayment. If Customer fails to cure the nonpayment within the required ten day period, RevQ shall have the right to cancel the Agreement and any and all Service Orders as of the eleventh day after the date of the Nonpayment Notice.

Section 7.07 – Effect of Termination: Termination or cancellation of this Agreement shall terminate or cancel (as the case may be) this Agreement and each Service Order. Termination or cancellation of a Service Order shall terminate or cancel (as the case may be) such Service Order only.

Section 7.08 – Refund: Upon termination or cancellation of this Agreement or a Service Order, RevQ shall be entitled to retain all payments rendered to RevQ under this Agreement or such Service Order for the Services or in anticipation of the Services to be rendered up until the termination or cancellation date.

Section 7.09 – Removal: Customer hereby acknowledges and agrees that RevQ shall have the right to remove (so long as such component is promptly replaced with a component of comparable quality and functionality) or modify a particular component or service, including (without limitation) the Tools, Customer Materials and services in the Revenue Results Software Schedule, for any reason, including (without limitation) in the event use of such components is challenged or opposed by a third-party. Upon termination, RevQ shall send, in electronic or printed format, any Customer Materials accumulated on Revenue Results Software.

Section 7.10 – Revenue Results Software Access: Upon termination or cancellation of this Agreement by RevQ, the Customer shall immediately cease and desist any and all access to and attempt to access the Revenue Results Software. Upon termination or cancellation of this Agreement by RevQ, the Revenue Results Software shall be removed from the RevQ System.

ARTICLE VIII: WARRANTY

Section 8.01 – Services Warranty: The Services to be provided by RevQ under this Agreement shall be performed using reasonable commercial efforts, shall conform to the standards generally observed in the industry for similar services and shall be subject to Sections 8.02, 8.03, 8.04, 8.05, 8.06 and 8.07.

Section 8.02 – Revenue Results Software Warranty: Subject to the terms and conditions of this Agreement, RevQ represents and warrants that (i) the Revenue Results Software will appear and operate in substantial conformance with the Documentation; (ii) the Revenue Results Software will be accessible by users of the Internet twenty-four (24) hours per day, seven (7) days per week except for scheduled maintenance and up to a maximum of [24] hours per year of unscheduled unavailability which is not caused by Customer technology, information or equipment; (iii) RevQ has full authority to enter into this Agreement; (iv) RevQ is the owner of or otherwise has the right to use and distribute the RevQ Technology and any other materials or methodologies used in connection with providing the Revenue Results Software and Services hereunder.

Section 8.03 - Performance Warranties: Subject to the terms and conditions of this Agreement, RevQ represents and warrants the following:

(i) Except as otherwise agreed in writing by the parties, the Revenue Results Software shall be accessible to the Customer twenty four (24) hours per day, seven (7) days per week, with the exception of scheduled maintenance periods, which shall last no longer than [3] hours per day and which shall take place each evening between the hours of 9:00 p.m. and 12:00 a.m., Pacific Standard Time, Sunday through Friday, and from 5:00 p.m. to 12:00 a.m. on Saturday, and a maximum of [24] hours of unscheduled unavailability per year which is not caused by technology, information or equipment provided by Customer. The scheduled maintenance periods may occasionally change from time to time but the Customer shall be notified in writing 30 days prior to such change. Scheduled maintenance periods shall be posted on the RevQ Website, in the "Client Center" under the heading of "SAAS Policy Statement".

(ii) If the server becomes unavailable to the Customer, other than for scheduled maintenance, RevQ shall have qualified personnel respond in the form of a

service call in person to the server location within [2] hours of notification of such unavailability and shall, to the extent reasonably practical, remedy such unavailability at such time.

(iii) RevQ will respond to a Customer restoration request of the database within 4 hours of the request during normal business hours, and within 8 hours after the normal business hours.

The foregoing warranties in Section 8.01, 8.02, and this Section 8.03, do not cover or extend to Tools. Customer hereby accepts and adopts all third party license terms and conditions and assumes all of the rights and obligations of such licenses, including any and all warranties and limitations contained therein.

Section 8.04 – Express Warranties: Except for the RevQ service warranty in Section 8.01, the Revenue Results Software warranty in Section 8.02, and the performance warranties in Section 8.03, Customer hereby acknowledges and agrees that RevQ (including officers, directors, agents, and Associates of RevQ) has not made or granted any express warranties concerning the Services, the Revenue Results Software, or any products and services offered through the Revenue Results Software.

SECTION 8.05 – DISCLAIMER: THE WARRANTIES SET FORTH IN SECTIONS 8.01, 8.02 AND 8.03 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REVQ (INCLUDING OFFICERS, DIRECTORS, AGENTS AND ASSOCIATES OF RevQ) HEREBY DISCLAIMS AND CUSTOMERS HEREBY WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, EXCEPT AS SET FORTH HEREIN TO THE CONTRARY, REVQ DOES NOT WARRANT AND CUSTOMERS HEREBY WAIVE ANY WARRANTY THAT USE OF OR ACCESS TO THE REVENUE RESULTS SOFTWARE BY USERS WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH HEREIN TO THE CONTRARY, REVQ DOES NOT MAKE ANY WARRANTY AND CUSTOMERS HEREBY WAIVE ANY AND ALL WARRANTIES AS TO THE RESULTS OBTAINED FROM USE OF THE REVENUE RESULTS SOFTWARE OR AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE REVENUE RESULTS SOFTWARE. CUSTOMERS HEREBY ACKNOWLEDGE AND AGREE THAT USE OF THE INTERNET AND REVENUE RESULTS SOFTWARE SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF USERS AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, APPLICABLE LAWS AND CODES OF CONDUCT GOVENING THE INTERNET, THE REVENUE RESULTS SOFTWARE OR OTHERWISE APPLICABLE.

Section 8.06 – Limitation of Damages: RevQ shall not be liable for any lost profits, consequential, exemplary, incidental or punitive damages (including, without limitation) in connection with or relating to (i) this Agreement, the Services and use, performance and operation of the Revenue Results Software, (ii) use, performance or operations of the Internet or use of the Internet by the Customer; (iii) loss of data; and (iv) Content, products and services offered through the Revenue Results Software) regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether RevQ has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

Section 8.07 – Remedies: The sole remedy of the Customer for any reason and for any cause of action whatsoever in connection with or relating to this Agreement and the Revenue Results Software, regardless of the form of action, whether in contract or in tort, including negligence, shall be modification of the Revenue Results Software and RevQ policies and practices, as determined by RevQ.

Section 8.08 – Integrity: Customer hereby represents and warrants that Customer Materials and any and all media provided to RevQ by Customer shall not contain any material defects, authorization code routines, viruses, disabling routines or Technology or defect causing failures in the Revenue Results Software.

Section 8.09 – Rights: Customer shall not enter into any agreement, which impairs the right of RevQ to use Customer Materials and Links in accordance with this Agreement. If use of Customer Materials or Links is disrupted as a result of a third party claim, RevQ shall have the right to remove Customer Materials or Links as provided under Section 7.09. The foregoing remedy shall be non-exclusive and in addition to any other legal or equitable remedies RevQ may have or accrue.

Section 8.10 – Indemnification - Proprietary Rights: RevQ shall defend and pay the cost and damages made in settlement or awarded as a result of a legal action based upon an allegation that the Software furnished by RevQ hereunder

infringes a U.S. Patent, copyright or trade secret, if RevQ is notified promptly in writing of such action and if RevQ shall have sole control of its defense and negotiations for settlement. If Customer's use of the Software is finally enjoined, RevQ will, at its option: (1) procure the continued right of use; or (2) replace or modify the Software to restore the right of use; or (3) terminate the License for the infringing Software and refund the balance if any of license fees paid for the Software, prorated over a 3-year term from the commencement of the licensed Workstation Software. RevQ shall not be liable for infringement of any right resulting from use of the Software in a manner for which it was not specified. The foregoing states the entire liability of RevQ with respect to claims based on and resulting from the infringement of patents, copyrights or trade secrets.

Section 8.11 – Indemnification – General: RevQ agrees to indemnify, defend and hold harmless Customer and its officers, directors, agents, employees, corporate parents, affiliates and subsidiaries (the "indemnified parties"), and to require all subcontractors to release, indemnify and hold the indemnified parties harmless from and against any and all claims for damages, losses and expenses (including attorney's fees) arising out of this Agreement to the extent that any such claim, damage, loss, or expense is (i) attributable to bodily injury, including death or damage or destruction of tangible, real or personal property, and (ii) is caused by any willful or negligent act or omission on the part of RevQ, its agents or anyone directly or indirectly employed by any of them. Notwithstanding the above, RevQ shall be responsible only for direct losses, expenses or damages, and shall not be responsible for any indirect, special, incidental or consequential damages of any kind.

Section 8.12 – Force Majeure: RevQ shall not be liable for any failure to perform its obligations under this Agreement or any failure of the Revenue Results Software because of circumstances beyond the control of RevQ, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, laws, court orders, transportation delays, power failure, computer failure, failure of Customer computer system, RevQ System reasonable downtime for routine maintenance, network problems, telecommunications failure, failure of the Customer to cooperate with the reasonable requests of RevQ, misuse of the Revenue Results Software by the Customer or a third party's breach of their obligations.

Section 8.13 – Compliance: Customer shall be solely responsible for (i) the truthfulness, accuracy, integrity, and lawfulness of Customer Materials; (ii) fulfillment of all orders placed by the Customer through the Revenue Results Software, (iii) maintenance of the Revenue Results Software subject to the terms and conditions of this Agreement; (iv) the products and services made available to the Customer; and (v) compliance with applicable laws and regulations with respect to Customer's products and services.

Section 8.14 -- Laws: Customer represents and warrants that the products and services offered through the Revenue Results Software shall be lawful. Customer represents and warrants that the Revenue Results Software shall not be used (directly or indirectly) to conduct or solicit the performance of any business or activity which is tortious, prohibited by law or violates the Policy Statement, any restrictions, terms and conditions, rules, regulations, policies or laws of any state or federal governmental body or agency, and codes of conduct. Customer shall comply with the Policy Statement, any restrictions, terms and conditions, rules, regulations, policies, laws and codes of conduct.

Section 8.15 -- Links: Customer hereby acknowledges that the Revenue Results Software may contain Links to third party Web Sites. Any such Links are provided solely as a convenience to the Customer and do not constitute an endorsement by RevQ of such Web Sites and the third party content therein.

Section 8.16 – Continuation: Excepting Sections 8.01, 8.02 and 8.03, the terms and provisions of this Article VIII shall survive termination and cancellation of this Agreement.

ARTICLE IX: MISCELLANEOUS

Section 9.01 – Notice: Notices shall be in writing and shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested – or by hand to the addresses as set forth on the front page of this agreement. Notices shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

Section 9.02 – Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of RevQ shall be void.

Section 9.03 – Entire Agreement: This Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning the subject matter of this Agreement.

Section 9.04 – Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Therefore, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by the other party.

Section 9.05 – Amendment and Modifications: Alterations, modifications or amendments of provisions of this Agreement shall not be binding unless such alterations, modifications or amendments are in writing and signed by authorized representatives of RevQ and Customer.

Section 9.06 – Severability: If a provision of this Agreement or a portion thereof is rendered invalid, void, unlawful, or unenforceable, the remaining provisions or portions thereof shall remain in full force and effect.

Section 9.07 – Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 9.08 – Governing Law: This Agreement shall be governed by the laws of the State of Washington, without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction, and venue shall be proper in Clark County, Washington.

Section 9.09 – Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach**.** Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

Section 9.10 – Relationship of the Parties: Nothing herein shall be construed as creating a partnership relationship, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

Section 9.11 – Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, that cannot be resolved to the satisfaction of both parties, shall be settled by arbitration in accordance with the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Three qualified arbitrators shall be selected by the parties in accordance with the American Arbitration Association Rules. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure.

Section 9.12 – Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate to the best of their knowledge.

Section 9.13 – Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

IN WITNESS WHEREOF, this Agreement has been entered into as of the Effective Date.

RevQ :

By:_____

Print Name: Steve Ard

Title: President

Date:_____

CUSTOMER:

By:_____

Print Name:_____

Title:_____

Date:_____

Fiscal Year:_____ to _____
MM/DD/YYYY MM/DD/YYYY

County: _____

Tax Exempt: ☐ Yes ☐ No
(If Yes please provide tax exempt certificate)

EXHIBIT A

SOFTWARE AS A SERVICE PROVIDER AGREEMENT

REVENUE RESULTS SOFTWARE SCHEDULE

This Exhibit A is executed and delivered pursuant to that certain Software As A Service Provider Agreement between RevQ and Customer, which is incorporated herein by this reference.

Qty	Description	Monthly Fee
	Revenue Results Software License Fees	$0.00
	Total Monthly Software License Fee	**$ 0.00**

RevQ

By: _____

Printed Name: Steve Ard

Title: President - RevQ

Date: _____

Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B
SOFTWARE AS A SERVICE PROVIDER AGREEMENT

SERVICE ORDER No. _____

This Service Order is made as of Service Order Date pursuant to that certain Revenue Results Agreement ("Agreement") between RevQ and Customer, which is incorporated herein by this reference. Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

Qty	Service Description	Price
	Revenue Results Configuration Training	Included
	Travel Expenses – "X" Days	$ .00
	Revenue Results Collector Training	Included
	Travel Expenses – "X" Days	$ .00
1	Project Management	Included
20	Data Interface Consulting*	$ 3,200.00
	Total Services Price	**$ .00**

* RevQ will provide Data Interface Consulting of up to 20 hours for this price. If the consulting hours exceed this number of hours, the Customer will be notified and further direction from the Customer will be asked if additional hours are needed and the Customer will be charged the on-going hourly rate at the time the need is requested.

RevQ		Customer	
By:	_____	By:	_____
Printed Name:	Steve Ard	Printed Name:	_____
Title:	President - RevQ	Title:	_____
Date:	_____	Date:	_____