

BLUE TENT MARKETING CLIENT AGREEMENT

This Agreement for Technical Support Services (the "Agreement") is entered into between Blue Tent Marketing, LLC ("Blue Tent" or the "Company") a Colorado Limited Liability Company with offices at 218 E. Valley Rd., Carbondale CO 81623 and your business, (the "Client"). This Agreement establishes the terms and conditions pursuant to which the Client wishes to obtain, and Blue Tent wishes to provide, technical support services.

1. Technical Support Services.

In exchange for support services provided, you agree to the fees charged to you by Blue Tent Marketing.

Blue Tent Marketing has established and will maintain support for all of its online marketing products and services. Depending upon level of service selected, support will include (1) diagnosis of the support request submitted to support@bluetent.com, or your dedicated support representative; (2) a proposed resolution of the issue and estimated time to repair; (3) repair of any issue within the time limits of Client's support package. If the Client is not committed to a support package, no work will be performed until the client has signed up for one of the support packages. Blue Tent will provide and maintain a 24/7 support center online for all Client's to submit support requests.

If at any time, the Company, in its sole judgment deems any of its work to be defective, Blue Tent will repair such work without any charge to the Client. In the event that a defect is identified on the Client's website more than (15) days after the Client and Blue Tent have agreed in writing that the Client's website project has been completed, the repair of such defect will be billed in accordance with the support package selected by the Client. In the event that the Client has selected the Basic Support Package, Blue Tent will bill the Client at its then current hourly rate.

2. Compensation.

Prior to the commencement of any twelve (12) month term of this Agreement, Client shall remit a one-time payment to Blue Tent in exchange for the provision of technical support services (the "Annual Support Fee") during that term. The amount of the Annual Support Fee during the initial term of this Agreement shall be equal to the amount set forth in the support services option selected by the Client.

3. Limitations of Support

Blue Tent will use commercially reasonable efforts to ensure that support services are conducted in a professional and workmanlike manner by qualified personnel.

Certain support issues, including but not limited to the following, fall outside the scope of this Agreement and will be billed hourly: (1) Website change orders – anything that needs to be changed on the Client's website including copy, graphics, browser errors or site enhancements, will be invoiced by the hour and; (2) Browser issues – Blue Tent will only support the most recent versions of both Fire Fox and Internet Explorer and the one prior version - Blue Tent does not support and will bill for changes if your website needs adjustments while viewed in Safari, Netscape, Google Chrome, Opera, or any other browser other than most recent versions of Fire Fox and Internet Explorer and; (3) Consulting services – inquiries regarding internet presence,

changes to websites or anything that is not directly tied to a support question will either be directed to Blue Tent sales department or will be invoiced hourly for consulting service and; (4) Third party service support. This includes weather feeds, snow reports, custom applications, RSS feeds or any other service Blue Tent customized for your website. Blue Tent will bill hourly for updating and maintaining these services and; (5) Sales engineering on new requests – Blue Tent support will not handle requests for new sales. Your request will either be directed to sales or if you need assistance on new products you can contact sales@bluetent.com.

4. Client Responsibilities.

Client shall always supply support requests by email or the main support line at 877-704-3240 ext. 2, unless the support package selected allows otherwise. Client shall provide to Blue Tent all data that is relevant for resolving each support request.

5. Disclaimer of Warranties and Other Limitations.

In no event shall the liability of Blue Tent to the Client for any claim whatsoever related to this Agreement exceed the total amount of all payments made under this Agreement by the Client to Blue Tent with respect to this Agreement in the then current term.

5.1. Warranties

Blue Tent warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform support services has the necessary knowledge, skills, experience, qualifications, rights and resources to provide and perform the support services; and (b) the services will be performed for and delivered to Client in a good and diligent manner. If the services do not conform to the foregoing warranty, and Client notifies Blue Tent within sixty (60) days of Blue Tent's delivery of the professional services, Client's sole and exclusive remedy is to have Blue Tent re-perform the nonconforming portions of the service.

5.2. Disclaimers

THE WARRANTIES STATED IN SECTION 5.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY BLUE TENT RELATED TO THE SUPPORT SERVICES TO BE PERFORMED FOR AND DELIVERED TO CLIENT PURSUANT TO THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES PROVIDED TO CLIENT ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

5.3. Limitations of Liability

CLIENT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH BLUE TENT IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY BLUE TENT OF THE RISK OF CLIENT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CLIENT DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to

the amount of consideration levied in connection with the support services and that, were Blue Tent to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Client.

6. Term; Renewal; Termination

The initial term of this Agreement shall be for a one (1) year period commencing on the date Client agrees to the terms of this Agreement, or following the expiration of the allotted pre-paid support hours. This Agreement shall be automatically renewed for subsequent one (1) year periods (each a "Renewal Term") unless either party provides the other party with notice of its intent not to renew at least thirty (30) days prior to the expiration of the existing term. Blue Tent may terminate this Agreement at any time following the initial term and for any or no reason upon the provision of sixty (60) days written notice to the Client, in which case Blue Tent shall provide the Client with a pro rata refund of the applicable Annual Support Fee for the remainder of the unused hours in the then-current term of the Agreement. Blue Tent reserves the right to amend this Agreement or any other attachment from time to time in its sole discretion by posting the amendment on the Blue Tent website, and any such amendment may include material changes in Blue Tent support services to the Client. Unless otherwise noted in an amendment, amendments shall automatically be deemed to take effect on the first day of the Renewal Term. In the event either party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action so declared, the other party shall have the right to terminate this Agreement immediately.

7. Governing Law.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado. The parties agree that no action by one party against the other may be brought in any court, in any jurisdiction, except according to the terms of this Section.

8. Notices.

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered and addressed to Blue Tent at the address set forth in this Agreement, and to the Client at the address on record at Blue Tent.

EACH PARTY ACKNOWLEDGES (1) READING, (2) UNDERSTANDING AND (3) RECEIVING A COPY OF THIS AGREEMENT. THE PARTIES TO THIS CONTRACT AGREE TO THE TERMS, CONDITIONS, AND CONTENT EXPRESSED HEREIN.