

System News, Inc.
Custom News Report Service Agreement

1. **General Details.** This Agreement is made by and between System News, Inc. ("SNI"), a Florida corporation with a mailing address of 934 University Drive #305, Coral Springs, FL 33071 and Customer ("Customer") as identified below. This Agreement shall be effective on the date that it is executed by SNI following Customer's execution ("Effective Date"). This Agreement sets forth the terms and conditions pursuant to which SNI shall provide to Customer the Services described below.

The main component of the Service is a Private Labeled version of "System News for Sun Users" which is an end user-focused Custom News Report ("News Report") about products and solutions from Sun Microsystems and Sun ISVs/IHVs. The News Report is targeted to the needs of IT Professionals whose jobs require them to stay current with the rapid and constant change in this industry. The HTML email version of the News Report is professionally formatted in color with a look and feel that is suitable for either print or on-screen reading. Subscribers may choose to receive this News Report as formatted ACSII text. Customers may choose their own title for the News Report.

SNI content specifically excludes items that promote ordering directly from Sun as well as items promoting any reselling activity other than that of Customer's company.

The weekly News Report is organized by topic, each within its own section. Every subscriber receives the summary section which provides an overview of the News Report. All other sections are optional. Optional sections can be turned on or off by default by the Customer's Subscriber Managers. Subscribers can decide which optional sections they want included by using the Web-based Subscription Administration Tool ("SAT").

Additional Optional Sections will be added periodically. Some of those Optional Sections will be ISV/IHV specific. Customer may request that any ISV/IHV specific section be excluded from their publication.

News Report Layout: SNI will create and deliver, via email, a News Report which will include Customer's logo, company name, News Report title, and Sun Partner Advantage logo. The News Report can accommodate custom content (if provided by Customer) within the News Report (including a contact section at the bottom of the HTML email).

Web Edition: SNI's Service includes an integrated Web edition. SNI will maintain and host a Private Labeled Web edition of the News Report which will have the look and feel of Customer's Web site. Content submitted by Customer for the purpose of email distribution to subscribers will be included or excluded in the publicly available Web edition maintained by SNI per the Customer's preference. For example, it can be set so that unless the Web is being viewed by a subscriber who is logged in, the contributed content will not be visible.

The Web edition contains all of the available sections. Only the sections that match the reader's profile are displayed. The Web edition can have an optional subscription form enabling new visitors to the Customer's Website to begin to receive their own Custom News Report.

The Web edition of the News Report will include Customer's graphics, News Report title, logos, fonts, and navigation buttons. Customer will be responsible for creating the links to the main page of custom Web edition of the News Report from the Customer's main Web site.

SNI will make it possible for the Customer's Web edition to be accessed in either of the following ways:

- (a) As part of the Customer domain (such as <http://news.customer.com>)
- (b) As part of the SNI domain (such as <http://customer.systemnews.com>)

Content Submission: Customer submission of additional content for the purpose of inclusion in the News Report is optional. When Customer has content to include in the News Report, Customer must submit it to SNI by Wednesday, 12 midnight EST for it to appear in the issue to be distributed that weekend. Content submitted after this deadline will be included in the following week's issue of the News Report.

If Customer does not have content to include for a particular week's issue, then that week's issue will consist entirely of SNI's content along with Customer's standard information (such as banner, footers, and contact page) as published in the previous issue.

Customer may choose to specify which of its Subscriber Managers have the authority to submit content to be included in the News Report. Customer takes full responsibility for any content submitted by such individuals.

Text Content: All text must be submitted as formatted ASCII via the Web form located in the SAT. (there may be fees associated with the submission of text content depending upon which program has been contracted)

Costs: All fees and associated details of each Plan are described in a document which will be attached to this agreement as Addendum A-1. By choosing a Plan the Customer is committing to that Plan for the duration of the Term (as defined in section 4) of this agreement.

Upgrades: At any time during the Term the Customer may upgrade the previously contracted Plan by executing a new Addendum A-1 for a larger Plan. The Customer will then be committed to the most recently executed Addendum A-1 for the remaining balance of the Term.

List Management: SNI's Service includes use of SNI's Web-based Subscription Administration Tool (SAT), which will allow Customer's employees to manage Customer's subscribers (as well as submit custom content as described above in Section 1, Web Edition). All individuals contained in the Customer's SAT account is the property of the Customer. SNI will not use customer's list for any other purpose other than for the delivery of the Custom News Report.

Partner Growth Funds (PGF): SNI's Plans are approved for Partner Growth Funds reimbursement. Customer must pay SNI invoices prior to submitting claims for PGF reimbursement. Customer acknowledges that contributed content deemed by Sun or its PGF management company as competitive to Sun may cause a reduction in the percentage of reimbursement from PGF. In no way is Customer's obligation to pay SNI for the Service contingent upon available PGF and/or the timeliness of the PGF reimbursement process.

2. **Copyright:** With the exception of Customer's contributed content, the content within the news report is protected by copyright which is owned by SNI or its licensors. Customer may not repurpose, reuse, or redistribute the news report in whole or in part to non-subscribers other than using the mechanism provided by SNI for the delivery of sample copies.

SNI's Service provides content to Customer's subscribers by the following methods only:

- (a) by SNI's pushed delivery of the News Report via email to Customer's subscribers
- (b) by Web visitors to the integrated Web edition via links from Customer's main site
- (c) via links to the integrated Web edition from the pushed News Report
- (d) via a customizable RSS feed

None of the content contained in any version of the News Report (HTML email, Text email, or integrated Web edition) may be repurposed or reused in any manner without an additional license or the expressed permission of SNI.

3. **Payment:** Customer agrees to pay all applicable rates and charges set forth in this agreement. In addition to such rates and charges, Customer shall be responsible for all sales and use taxes, as well as any duties or levies, arising in connection with the Service, including without limitation, any and all fees and taxes which may be imposed by any legal authority, in connection with the services rendered to Customer, if any.

Billing for the recurring component of the Service shall be monthly. Payment for the non-recurring component of the Service, including initial set-up and installation fees, shall be due and payable upon execution of this agreement. Charges shall be due upon Customer's receipt of invoice and payable within fifteen (15) days of such date. Any amount not paid within such period shall bear interest at the lesser of (i) the rate of one and one-half percent (1½%) per month, or (ii) the highest rate permitted by applicable law.

4. **Term:** This Agreement shall be effective upon the execution of this document and shall continue until the termination of same. The term ("Term") shall commence on the date upon which Customer provides authorization to SNI for the distribution of the first News Report, or sixty (60) days after the execution of this document, whichever is sooner. The Term will continue until written notice of termination is given by either party in the following manner:

a) If notice of termination is given by either Customer or SNI on any day during a given month, the end of the following month shall be the last month of the Term and considered the effective date of termination. For example, if notice of termination was given during any day in September, the Term would end on the last day of October. Customer is responsible to SNI for all charges for service provided through the effective date of termination.

b) SNI may terminate this Agreement and/or cease or suspend the provision of the Service upon default of Customer. Default includes: (i) the failure to pay any amount when due (after five (5) days prior notice of such failure to pay); (ii) the filing of a petition in bankruptcy by or against Customer; and (iii) any material default of this Agreement including but not limited to conduct that SNI, in its sole discretion, believes may subject SNI to civil or criminal litigation, charges and/or damages. Termination shall not relieve Customer of its obligation to pay all fees for Service accrued and owing up to and including the

effective date of termination, nor shall it preclude SNI from pursuing any other remedies available to it, at law or in equity.

c) If written notice is by mail, it shall be considered effective 3 days after it has been dropped off at the post office in a certified mail, return receipt envelope with full and proper postage to the applicable address stated in this document. If written notice is by email, it shall be considered effective upon sending to the applicable email address as stated in this document.

5. **Rights and Obligations of Customer:** Customer represents that:
 - (a) it has full right and authority to enter into this Agreement;
 - (b) it will not use the Service in any manner which is in violation of any law or governmental regulation;
 - (c) Customer contributed content will not constitute a defamation or libel of SNI or any third party and will not result in the obligation of SNI to make payment of any third party licensing fees; and
 - (d) it will comply with all relevant laws and regulations of the United States. For purposes of this Section 5, "Customer Contributed Content" shall mean any text, data, images, sounds, photographs, illustrations, graphics, and other materials provided to SNI for the purpose of inclusion in a News Report or transmitted via any Web site hosted for Customer by SNI;
 - (e) It has the authority and/or appropriate permission to instruct SNI to send email, related to the delivery of the Service, from the email addresses of its employees who are configured as Subscriber Managers or Publication Administrators in the SAT.
6. **UCE/SPAM:**
 - (a) Customer will only use email addresses of those who have a pre-existing business or personal relationship with Customer or with Customer's employee.
 - (b) Customer will only use email addresses of those who have indicated a desire to receive email communications from Customer ("opt-in").
 - (c) If a subscriber chooses to remove himself/herself, Customer will not re-subscribe that person against their will.
7. **Indemnity.** Customer agrees to defend, indemnify and hold SNI and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from any breach of this Agreement by Customer.
8. **Non-Solicitation of Employees.** Customer shall not, during the Term of this Agreement and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee of SNI.
9. **Non-Disclosure.** Except with respect to information in the public domain or which is legally required to be disclosed, Customer shall not disclose any of the terms and conditions of this Agreement to any third party during the Term and for a period of twelve (12) months thereafter.
10. **Assignment.** Customer shall not assign this Agreement or resell the right to use the Service, without the prior written consent of SNI.
11. **Miscellaneous**
 - (a) In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect.
 - (b) SNI's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any of its rights under this agreement.
 - (c) The terms and conditions of this Agreement, including all Addenda, shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form for purchase or payment submitted by Customer to SNI.
 - (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive, including but not limited to sections 5, 6, 7, 8, 9, 10, and 11.
 - (e) SNI is acting as an independent contractor and shall have exclusive control of the manner and means of performing its obligations.
 - (f) SNI will not be responsible for performance of its obligations under this agreement where delayed or hindered by war, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God, or any other event beyond its control.
 - (g) This agreement shall be governed and interpreted in accordance with the laws of the State of Florida, USA, and the place of exclusive jurisdiction and venue for disputes shall be in Broward

County, Florida. This Agreement contains the entire understanding between the parties and shall insure to the benefit of SNI's successors and assignees. This Agreement may only be amended in a written agreement executed by authorized representatives of both parties.

- (h) Both parties agree to submit any dispute to arbitration under the Rules of the American Arbitration Association and to abide by the decision of the Arbitrator. The Arbitrator shall be a retired Circuit Court judge agreed to by the parties, but if the parties cannot agree, the Arbitrator shall be appointed by a Circuit Judge in Broward County, Florida. Each party shall be responsible for paying their respective attorney fees, but reasonable costs incurred shall be awarded to the prevailing party in enforcing this Agreement.

| CUSTOMER |
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| Company Name: |
| Company Address: |
| Signature of Authorized Representative: |
| Print Name and Title of Authorized Representative: |
| Email Address of Authorized Representative: |
| Date: |

| SYSTEM NEWS, INC. |
|---|
| Signature of Authorized Representative: |
| Print Name and Title of Authorized Representative: T. Dante DeAngelis |
| Email Address of Authorized Representative: dante@systemnews.com |
| Date: |