



6700 Hollister
Houston TX 77040

IMN Services Order Form No: 001

Customer #:		Contact Name:	
IMN Rep:	Mark Born	Company:	
Phone:		Address:	
Fax:	713-718-1462	Phone:	
Email:	mborn@imninc.com	Email:	
Account Name:			

Effective Date of this Order	March 1, 2016																																	
Initial Setup/Licensing Fee The parties agree Customer is affiliated with Ashland, Inc. and Customer will use the Ashland, Inc. master template.	No Charge																																	
Monthly Hosting Fees for Valvoline Plan: Customer is adding _____ locations to this Agreement. (initials: _____) Locations being added are as follows: <table border="1"><thead><tr><th>Location Name</th><th>Address</th><th>Phone</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table> <i>(If more than 10 locations, Customer will provide a separate document with the above information so that all locations can be set-up by IMN)</i> Services Included with this Agreement: <ul style="list-style-type: none">Production and distribution of one (1) monthly eNewsletter publication (<u>Ashphalt Adventures eNewsletter</u>) managed by IMN using the master template described above with area or market customization of local message and location information. Up to <u>6</u> different specials <u>to be determined</u> by Ashland, Inc. Customer can choose between these specials or select to go with the default offer. Email Distribution: 10,000 emails per month per location are included as part of the Services in aggregate — each additional email per month, that exceeds the total aggregate, shall be billed at \$10.00 per each thousand (the number of emails sent shall be rounded up to the next highest thousand for purposes of calculating this fee).	Location Name	Address	Phone																															\$20.00/month per location
Location Name	Address	Phone																																
Initial Term from the Effective Date set forth above.	December 31, 2016																																	
Billing Interval	Quarterly																																	
Customer agrees that the 1st three months of Monthly Hosting Fees for each location are due upon execution of this Agreement by Customer.																																		

Customer hereby orders from IMakeNews, Inc., ("IMN"), the Services described in this Services Order Form and any other schedules or exhibits attached hereto. This Services Order Form, which is issued pursuant and subject to the IMN Hosted Services Agreement, dated **March 1, 2016** by and between Customer and IMN (the "Agreement"), shall become valid when executed by Customer and accepted by an authorized representative of IMN. This Services Order Form is effective as of the date specified above (the "Order Effective Date"). Billing for Services set forth on this Services Order Form shall be billed at the intervals specified above, or if no intervals are specified above billing shall be monthly.

The Initial Term of this Services Order Form shall commence on the Order Effective Date and shall continue for the period set forth above and thereafter shall automatically renew for successive periods equal to **12 months** unless a party provides to the other written notification of non-renewal at least 30 days prior to the termination of the then current term. Notification of such non-renewal shall be sent by email to SalesAdminIMN@imninc.com and shall state the account name, and date. Amounts set forth on this Services Order Form exclude any applicable taxes. Capitalized terms used in this Services Order Form and not otherwise defined have the meanings ascribed to them in the Agreement.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE ALL POWER AND AUTHORITY TO ENTER INTO THIS SERVICES ORDER FORM AND THE AGREEMENT AND THAT YOU HAVE ACCESSED, READ AND HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS SERVICES ORDER FORM AND THE AGREEMENT.

ACCEPTED BY IMN:		ACCEPTED BY CUSTOMER:	«CIF_»
IMakeNews, Inc.		«Contract_Name»	
SIGNATURE		SIGNATURE	
NAME	DATE (mm/dd/yyyy)	NAME	DATE (mm/dd/yyyy)
TITLE		TITLE	



IMN HOSTED SERVICES AGREEMENT

THIS HOSTED SERVICES AGREEMENT (this "Agreement") is made as of **March 1, 2016** (the "Effective Date") between **Customer Legal Name** having its principal place of business at **Customer Address, City, St ZIP** ("Customer"), and IMakeNews, Inc., with offices at 6700 Hollister, Houston, Texas 77040 ("IMN") (each of IMN and Customer are referred to herein individually as a "Party" and collectively as the "Parties").

In consideration of the mutual covenants and agreements herein contained, and in return for other good and valuable consideration, the receipt and sufficiency of which are hereby specifically acknowledged, the Parties hereby agree as follows:

1. Services.

(a) Subject to the terms and conditions of this Agreement, IMN and its subcontractors will provide Customer with access to its e-newsletter publishing system to be used in connection with the specific service offering set forth on each particular Services Order Form executed by the parties in connection with this Agreement and made a part of this Agreement (the "Service"). In order to use the Service, Customer is responsible at Customer's own expense to access the Internet, either directly or through devices that access Web-based content and pay any service fees associated with such access. In addition, Customer must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. Customer shall not attempt to access any other of IMN's systems, programs or data that are not made available for public use. In furtherance of the Service, IMN agrees to provide to Customer, services consisting of non-exclusive electronic access to an IMN server and storage system ("Server") to store Customer's e-newsletters, information and content, which may be supplied by Customer and modified by Customer from time to time.

(b) IMN and Customer may modify the terms of a Services Order Form only in a written amendment which is signed by both parties. In addition, if Customer desires to purchase additional Services from IMN, Customer and IMN shall execute additional Services Order Forms which shall reference this Agreement and which shall thereafter be incorporated herein by reference. The terms and conditions of this Agreement shall govern all Services Order Forms executed by the parties.

2. **IMN Technology.** In connection with the performance of the Service, IMN shall operate and support the hosted environment, including, without limitation, the IMN Technology, the Server hardware, disk storage, firewall protection, Server operating systems, management programs, Web server programs, documentation and all other information developed or provided by IMN or its suppliers under this Agreement, as well as all other documents, software, products and services contained or made available to Customer in the course of using the Service (collectively, the "Hosted Materials"). For purposes of this Agreement, "IMN Technology" means all of IMN's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by IMN in providing the Service.

3. **Downtime.** Subject to the terms and conditions of this Agreement, IMN shall use commercially reasonable efforts to provide the Service for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer agrees that from time to time the Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which IMN may undertake from time to time; or (iii) causes beyond the control of IMN or which are not reasonably foreseeable by IMN, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). IMN shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. IMN shall have no obligation during performance of such operations to mirror Customer Content on any other server or to transfer Customer Content to any other server. IMN shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Service in connection with Downtime, whether scheduled or not.

4. **License Grant.** Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set forth on each respective Services Order Form, IMN hereby grants to Customer a non-exclusive, non-transferable, revocable license to allow the number of Users set forth on the applicable Services Order Form to access the Service solely for Customer's internal business purposes and solely for the specific service offering (as indicated on the applicable Services Order Form). A "User" shall mean any employee of Customer or any of its Affiliates and any independent contractor of Customer or any Affiliate provided that IMN has preapproved of such independent contractor in writing or by email (such approval not to be unreasonably withheld or delayed). This license is restricted to use by Customer and its Users and does not include the right to use IMN Technology on behalf of any third party or the right to permit any non-User to access or use the Service. Customer also agrees to be bound by any further restrictions set forth on the

Services Order Form. All rights not expressly granted to Customer are reserved by IMN and its licensors. There are no implied rights. For purposes of the foregoing, an "Affiliate" shall mean any corporation, partnership or other entity now existing that is directly or indirectly controls, is controlled by or is under common control with Customer. For purposes of this definition "control" means the direct possession of at least fifty-one percent (51%) of the outstanding voting securities of an entity.

5. **Restrictions.** Unauthorized use, resale or commercial exploitation of the Service and/or the Hosted Material in any way is expressly prohibited. Without IMN's express prior written consent in each instance, Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Hosted Materials, including the IMN Technology, or access the Service in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Service. Except as expressly permitted in this Agreement, Customer shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license or the Hosted Materials to any third-party. Customer shall take all measures necessary to ensure compliance by all of its Users authorized to access the Service pursuant to Section 4 above with all terms and conditions of this Agreement. Customer shall indemnify and hold IMN harmless from and against any losses, damages and costs incurred by a breach of this Agreement by such Users. In addition to IMN's other remedies hereunder, IMN reserves the right upon ten (10) days prior written notice to Customer to terminate any User's right to access the Service if IMN can reasonably demonstrate to Customer that such User has materially violated the restrictions contained in this Agreement.

6. **Ownership.** Customer acknowledges and agrees that (i) as between IMN and Customer, all right, title and interest in and to the Hosted Materials, including the IMN Technology and the Service and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain IMN's or its licensors', and this Agreement in no way conveys any right or interest in the Hosted Materials, the IMN Technology or the Services other than a limited license to use them in accordance herewith, and (ii) the Hosted Materials, the IMN Technology and the Service are works protected by copyright, trade secret, and other proprietary rights and laws. The IMN name, the IMN logo, and the product names associated with the Service, including, but not limited to IMN, are trademarks of IMN or third parties, and no right or license is granted to use them. Customer shall not remove any IMN trademark or logo from the Service (without IMN's consent and only upon the payment of additional fees to IMN). In connection with the Service, Customer acknowledges that IMN will collect and maintain certain information related to Customer's designated email recipients ("Data"), including (i) an email recipient's IP address, cookie-id, browser type, and operating system and (ii) business information about the email recipient including the number, type and content of any click-through requests by such recipient made in connection with the Service. IMN shall not publicly disclose any such Data unless aggregated with other data and in a form and manner that does not associate such data with Customer or a particular designated email recipient.

7. **Payment of Fees; Taxes.** Customer shall pay to IMN the fees specified and in accordance with the schedule set forth on the applicable Services Order Form. Invoices are due thirty days from date of invoice. Customer agrees to pay a late charge of one and half percent (1 1/2%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts not paid when due. Amounts set forth on the Services Order Form exclude taxes. Customer will be solely responsible for, and will promptly pay, all taxes of any kind (including but not limited to sales and use taxes) associated with this Agreement, the Services, or Customer's and its Users access to the Service, except for taxes based on IMN's net income. Customer agrees to pay reasonable attorneys' fees and court costs incurred by IMN to collect any unpaid amounts owed by Customer.

8. **Spam Policy; Email Policy.** Customer represents that the list of individual email addresses that it will use was obtained in a legal manner, and that all individuals have agreed to receive a promotion from the Customer. Customer also agrees that if at any time any person chooses to no longer receive an electronic communication from Customer it will immediately remove such person from the distribution list of any and all future communications and that Customer will keep them removed from the



IMN HOSTED SERVICES AGREEMENT

distribution list until such person chooses to receive the communications again. In connection with the use of the Service, Customer shall abide by and be subject to IMN's then current email policy, as amended, as published on IMN's web site at: http://www.imninc.com/imn_email_policy.asp.

9. **Content.** All content (articles, images, and email addresses) which the Customer enters into the Service (the "Customer Content") are stored in a private and secure fashion, and will not be used by IMN except as necessary to provide the Service. During the term of this Agreement, Customer hereby grants to IMN a limited, non-exclusive, non-transferable, royalty-free right to use, display, transmit and distribute the Customer Content solely in connection with providing the Service. Except as provided in this Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Content. The accuracy of Customer Content shall be Customer's sole responsibility. Notwithstanding the foregoing, to the extent that Customer has engaged IMN or one of IMN's authorized subcontractors to develop or provide content to Customer ("IMN Content") such content shall be owned by IMN or its authorized subcontractors as the case may be and IMN hereby grants Customer, subject to Customer's payment of all applicable fees, a non-exclusive, non-transferable license to use, display and distribute such IMN Content solely during the term of this Agreement and solely in connection with the Service.

10. **Customer Responsibilities.** Customer is solely responsible for all Customer Content. IMN does not guarantee the accuracy, integrity or quality of such Customer Content. Customer shall not use the Service to: (a) upload or otherwise transmit any Customer Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Customer Content transmitted through the Service; (e) upload or otherwise transmit any Customer Content that Customer does not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload or otherwise transmit any Customer Content or domain name that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (g) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Service or Servers or networks connected to the Service; or (i) violate any applicable law or regulation, including, but not limited to, regulations promulgated by the Federal Communications Commission, Federal Trade Commission and the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export of technical data.

11. **Warranties/Limitation of Liability.** Customer represents and warrants that; (i) Customer Content, including without limitation the products and services offered by Customer pursuant to such content, will not infringe on the copyrights, trademarks, service marks, patents, or other intellectual property or personal rights held by any third party; (ii) Customer has all power and authority to enter into this Agreement and has duly and validly authorized this Agreement, and; (iii) Customer agrees to comply with all Federal and state laws, regulations and rules, including without limitation regulations pertaining to online commerce, and consumer privacy rules promulgated the Federal Trade Commission.

Except as expressly permitted in this Agreement, Customer shall not, and shall not permit others to, (i) remove any proprietary notices or labels on the Services (including without limitation, any copyright, trademark notices), or (ii) use the Service other than as expressly permitted hereunder.

IMN warrants that it will provide the Service in a competent and workmanlike manner. IMN does not warrant that it will be able to correct all reported defects or that use of the IMN web site, or link to the site will be uninterrupted or error free. IMN makes no warranty regarding features or services provided by third parties (including without limitation Internet telecommunication service or Web "browser" software). IMN retains the right to modify its web sites at its discretion.

CUSTOMER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 11, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL OBLIGATIONS AND REPRESENTATIONS AS TO PERFORMANCE, INCLUDING ALL WARRANTIES WHICH MIGHT ARISE FROM COURSE OF DEALING OR CUSTOM OR TRADE AND INCLUDING ALL IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY IMN.

To the fullest extent permissible by law, IMN's liability for all claims arising out of this Agreement, whether in contract, tort or otherwise, shall not exceed the amount of fees paid by Customer to IMN under this agreement during the six (6) months preceding the claim.

Customer acknowledges and agrees that in no event shall IMN or its respective directors, officers, employees, technology partners, affiliates, or agents be liable for special, incidental, exemplary, consequential or indirect damages, or for the loss of anticipated profits to Customer, or its customers, or any other person under any provision of this Agreement.

12. **Indemnification.** IMN, at its expense, shall defend and indemnify Customer against any third party claim brought against Customer to the extent based on a claim that the Service infringes any copyright or trade secret of any third party. IMN shall pay any award against Customer, or settlement entered into on Customer's behalf, based on such infringement, but only if Customer notifies IMN promptly in writing of the claim, provides reasonable assistance in connection with the defense and settlement thereof, and permits IMN to control the defense and settlement thereof. IMN shall have no obligation to defend and indemnify Customer and shall not be liable in any manner whatsoever for any damages resulting from any claim related to any third party data or content or any Customer Content. If a claim of infringement or misappropriation under this Section occurs, or if IMN determines that a claim is likely to occur, IMN shall have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Service free of the infringement claim; or (ii) replace or modify the Service to make them non-infringing. If these remedies are not reasonably available to IMN, IMN may, at its option, terminate this Agreement and return to Customer any pre-paid unused fees for the Service. Despite the provisions of this Section, IMN has no obligation with respect to any claim of infringement that is based upon or arises out of Customer's use of the Service other than in accordance with the applicable documentation or IMN's written directions or policies. IMN's liability under this Section shall not exceed the amount paid by Customer to IMN pursuant to this Agreement. THIS SECTION STATES THE ENTIRE LIABILITY OF IMN AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY INFRINGEMENT BY THE SERVICE.

Customer shall defend, indemnify, and hold IMN harmless from and against any suit, proceeding, assertion, damages, cost, liability, penalties, fines and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims against IMN and its employees and affiliates arising from or connected with (i) any claim that the Customer Content or the Customer's e-mail address list infringes or misappropriates any third party intellectual property or proprietary right, and/or (ii) any breach of any representation or warranty set forth in this Agreement by Customer.

The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement.

13. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successor and assigns. Customer may not, without the prior written consent of IMN, assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall at IMN's election be deemed a material default of this Agreement and at IMN's election shall be void, provided that Customer may assign this Agreement without consent in connection with any merger, consolidation, and any sale of all or substantially all of its assets or any other transaction in which more than fifty percent (50%) of the party's voting securities are transferred provided that such successor agrees in writing to be bound by the terms of this Agreement.

14. **Entire Agreement.** This Agreement, including each Services Order Form contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Notwithstanding any course of dealings between the parties at any time, no purchase order, invoice or similar document shall be construed to modify any of the terms of this Agreement, unless the document is (a) signed by both parties and (b) expressly refers to all provisions of this Agreement that the parties intend to modify by such document. This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute one and the same instrument. Delivery of an executed signature page by facsimile shall be deemed

Initials: _____



IMN HOSTED SERVICES AGREEMENT

effective as delivery of a manually-executed counterpart. Any conflict between the terms set forth on a Services Order Form and this Agreement shall be controlled by the terms and conditions set forth in this Agreement.

15. **Termination and Suspension.** Unless terminated earlier as set forth below, this Agreement shall terminate upon the date that there are no valid Service Order Forms in effect. Notwithstanding the foregoing, each party will have the right to terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof. IMN may terminate this Agreement immediately if Customer becomes the subject of any voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Upon any termination or expiration of this Agreement: (i) all licenses and rights granted hereunder shall terminate and IMN shall no longer provide access to the Service to Customer and (ii) Customer shall cease and cause its Users to cease using the Service and the IMN Content. Upon termination of this Agreement by IMN due to Customer's uncured breach, in addition to any other remedies IMN may have for such breach, Customer shall pay IMN for all fees that had accrued prior to the termination date and continue to pay IMN for all monthly service fees that will accrue through the end of the then current term. In addition to the foregoing, IMN also reserves the right, in its sole and absolute discretion, to suspend providing the Service and Customer agrees that IMN may shut off and suspend Customer's access to the Service at any time, without having to terminate this Agreement, if Customer is more than thirty (30) days late with respect to any payments due hereunder. Upon such suspension, Customer shall still be liable for all payments that have accrued prior to the date of suspension and that will accrue throughout the remainder of the term. IMN will not be obligated to restore access to the Service until Customer has paid all fees owed to IMN. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

16. **Confidentiality.** Each Party agrees that during the course of this Agreement, information that is confidential may be disclosed to the other Party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is in the public domain at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees or Users who have a need to know in connection with this Agreement. Each Party shall notify its employees and Users of their confidentiality obligations with respect to the

Confidential Information and shall require its employees and Users to comply with these obligations. The confidentiality obligations of each Party and its employees and Users shall survive three years beyond the expiration or termination of this Agreement.

17. **Miscellaneous.** Any notice required or permitted hereunder shall be delivered to the contact person listed on the Order Form as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iii) by facsimile transmission when receipt is confirmed orally; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; or (v) by electronic delivery when receipt is confirmed orally. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this Section. Customer agrees to work with IMN on potential marketing programs that may make mention of the Customer or the Customer's newsletter. IMN will not make any mention of Customer without Customer's consent. Sections 5, 6, 7, 10, 11, 12, 14, 15, 16 and 17 and all payment obligations hereof will survive termination of this Agreement. This Agreement shall be interpreted according to the laws of the Commonwealth of Massachusetts without regard to or application of choice-of-law rules or principles. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches and the waiver of any breach shall not act as a waiver of subsequent breaches. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a replacement provision. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers (a "force majeure event") the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that Customer will not be excused from the payment of any sums of money owed by Customer to IMN that accrued prior to the force majeure event; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement. Neither this Agreement nor the Service Order Forms (and other schedules and exhibits thereto) may be construed as creating or constituting a partnership, joint venture, or agency relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above-written. This Agreement may be executed by facsimile in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

ACCEPTED BY IMN:	ACCEPTED BY CUSTOMER:	
IMakeNews, Inc. 6700 Hollister Houston, TX 77040		
SIGNATURE	SIGNATURE	
NAME	NAME	DATE (mm/dd/yyyy)
TITLE	TITLE	