



WIZE ADVANTAGE MARKET RESEARCH AFFINITY PROGRAM TERMS AND CONDITIONS AGREEMENT

This AGREEMENT is made effective as of the date of the associated Affinity Program application by and between the organization listed on the associated Affinity Program application (Organization) with its principal place of business listed on the associated Affinity Program application and GeoWize, LLC with its principal place of business at P.O. Box 17502 Boulder, CO 80308 (GeoWize).

Whereas Organization desires to expand its member benefits by establishing a link to the market research online tools and custom services available thru GeoWize and its WizeAdvantage offerings located at www.WizeAdvantage.com, which offerings may be modified or updated from time to time, and

Whereas GeoWize desires to offer such online tools and custom services to Organization members through its resources including its proprietary arrangement with Environmental Systems Research Institute, Inc. (ESRI);

NOW THEREFORE, the parties agree as follows:

1. Term – This Agreement will be valid from the date first above written until terminated by either party by giving written notice to the other party; provided that GeoWize obligations under paragraph 5 shall continue for one year following termination.

2. Link – Organization will provide a unique link (Link) from the Organization website listed on the associated Affinity Program application to www.WizeAdvantage.com, to be activated by use of the WizeAdvantage logo (Logo) provided by GeoWize, which logo will be used by Organization solely for this purpose while this Agreement is in force.

3. Representations – Organization will include at the Link the following description of the WizeAdvantage online tools and GeoWize custom services:

Check out our Market Analysis Vending Machine: Get HUGE bundled savings on a custom designed, small business package for Site Prospecting & Market Development!

Any portion of the forgoing description, along with any tips and information contained in GeoWize's periodic newsletters, may also be included by Organization either at the Link or other locations within Organization's websites and promotional materials as reasonably determined by Organization. Organization will make no other representations regarding WizeAdvantage online tools or GeoWize custom services unless agreed to in writing by the parties.

4. License – The use of the WizeAdvantage online tools authorizes the Organization member to allow their members/clients to use the data and reports for the members/clients' exclusive use and does not authorize their members or clients to sell the reports to any other entity. The Organization may create the reports for the exclusive use of their members/clients and may pass on the cost of the reports to their members and clients. The Organization members can obtain custom services directly through GeoWize.

5. Compensation – For each sales transaction generated through the Link, GeoWize will pay Organization a ten percent commission (i) online map and report packages purchased by organization or its members through the WizeAdvantage link and (ii) by Organization members for custom services obtained directly through GeoWize; provided, that no compensation will be paid in regard to a transaction unless it is initiated using the Organization's 3-digit ID Number, as assigned by GeoWize, LLC. Within 60 days following the end of each calendar quarter GeoWize will render to Organization a statement showing the computation of referred sales. The statement shall be accompanied by payment from GeoWize to Organization of the amount then due. Organization agrees that GeoWize has limited rights to access ESRI information. Organization will bear the expense of any audit performed at Organization's request and any amounts determined to be owed to the other will be paid within 30 days. Neither party will be liable for penalties or interest under this provision.

6. **Non-Exclusivity** ó Nothing in this Agreement prohibits either party from providing or obtaining market research tools and services to or from any third party.

7. **Relationship of Parties; Representations; Taxes** ó The parties agree that no partnership, joint venture or agency is intended nor shall arise by reason of this Agreement. Neither party will assume or create any obligation on behalf of the other, nor represent the other as agent, employee, franchisee, or partner, or make any representation except as authorized by this Agreement. Each party shall assume its respective responsibility for claiming and remitting to its respective taxing authority any and all sales, use, or other taxes arising from the transactions contemplated by this Agreement.

8. **Content & Accuracy** ó The content, including without limitation trademarks, logos, text, tools and reports, contained on the online services found through the Link are and shall remain owned by GeoWize or ESRI or its licensors, respectively, and there are no warranties or representations express or implied as to accuracy, fitness for a particular purpose, or otherwise whatsoever, other than as may be specifically contained in the ESRI user license.

9. **Indemnification** ó Each party will indemnify and hold the other harmless against any claims and resulting liability or damages including reasonable attorney's fees attributable to its respective breach of this Agreement.

10. **Limitation of Liability** ó IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN PARAGRAPH 9, GEOWIZE LIABILITY HEREUNDER SHALL BE LIMITED TO THE COMPENSATION PAYABLE TO ORGANIZATION UNDER PARAGRAPH 5.

11. **Severability** ó In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. **Equitable Relief** ó The parties agree that the breach of this Agreement may cause irreparable damage and that either party shall have the right in addition to any and all remedies at law to seek an injunction, specific performance or other equitable relief to enforce these terms.

13. **Notices** ó All notices hereunder shall be in writing sent by to the authorized representative email at the address below, or by First Class Mail at the respective address set forth above, or to such other address as either party may specify by notice as provided herein.

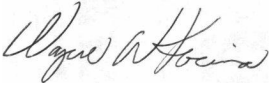
14. **Survival** ó Any obligation hereunder that, by its terms, is intended to be performed after termination of this Agreement shall survive the same.

15. **Governing Law and Jurisdiction** ó This Agreement shall be governed by the laws of the State of Colorado and shall be deemed executed in Boulder, Colorado. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted in any State court in Boulder, Colorado, or Federal court in Denver, Colorado.

16. **Complete Agreement** ó This Agreement constitutes the complete agreement of the parties and may not be modified except in writing signed by the duly authorized representative of each party.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement effective as of the date first above written.

GEOWIZE, LLC

By: 
Wayne W. Kocina, CEO
Its Authorized Representative
Email: wayne@GeoWize.com