CUSTOMERVILLE INC.
4214 24th Avenue West
Seattle, WA 98199

Contact: Max Israel
Phone #: 206-224-6200
Email: misrael@customerville.com

Customerville
What are your customers saying about you?

INFORMATION SERVICES AGREEMENT

Account Information.

Customer Name ("Licensee")	Seattle Center
Customer Address	305 Harrison Street Seattle, WA 98109
Contact Person	Jason Edens

Account Setup and Fees

Website for Survey	www.tellseattlecenter.com (Tentative URL – Final URL to be determined.)
Quartelry License Fee	$8,749.88
One-Time Setup & Implementation Fee	$10,000.00
Effective Date	September 1, 2008 (Estimated go-live date)
Initial Term	24-month

For Licensee (Signature)	**Date**
Print Name	

For Licensor (Signature)	**Date**
Print Name	

This Information Services Agreement ("Agreement") is entered into as of the "Effective Date", as specified above under "Account Setup and Fees", by and between Customerville, Inc., a Washington corporation with its principal place of business at 4214 24th Avenue West, Seattle, Washington, 98199 ("Customerville" or "Licensor") and Licensee.

1. Customerville Services. By executing this Agreement, the Licensee agrees to accept services from Licensor, and Licensor agrees to provide to Licensee the Customerville Services in consideration for the Quarterly License Fee for the term of the Agreement, plus any initial setup and/or one-time fees, as applicable. The Customerville Services due under this Services Agreement are limited to providing web-based customer feedback services using Licensor's proprietary web-based software as to be configured for Licensee's use as specified in section "Account Setup and Fees". Licensor agrees to provide to Licensee ongoing support in terms of assisting Licensee in designing and maintaining techniques for soliciting customer feedback.

2. Changes in Customerville Services. No supplement, modification, amendment or waiver of this Services Agreement shall be binding unless executed in writing. Licensor may modify its software at its sole discretion. Licensor will make reasonable efforts to provide at least five (5) days' notice to Licensee prior to making any changes, however Licensor may at times be required to make changes without notice to Licensee. Customerville, Inc. may reconfigure the Seattle Center application only upon mutual consent.

3. Term. The initial term of this Agreement shall be as specified above under "Account Setup and Fees" (the "Initial Term"). The provision of Customerville Services shall expire at the end of the Initial Term, or a Renewal Term, and shall automatically be renewed for a term of twelve (12) months (a "Renewal Term") at the then current fees for the Customerville Services as set by Licensor, unless (a) the Licensee has materially breached any of the provisions of this Agreement or (b) the Licensee has provided Licensor written notice, at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term, of its election not to renew the Customerville Services. At the start of a Renewal Term, current published Customerville Services fees, as provided by Licensor, shall supercede all previously quoted Customerville Services fees.

4. Termination of Customerville Services.

a. Licensor may, at its discretion, terminate the Customerville Services to Licensee immediately if (1) a material breach or default is committed by Licensor or Licensee in the performance of their respective obligations under this Agreement; (2) either party ceases to carry on business as a going concern, makes an assignment for the benefit of its creditors, admits to its inability to pay its debts as they become due, files or has filed against it a petition in bankruptcy or for its winding-up, makes a compromise, or other proceedings are taken with respect to the Licensee for the benefit of some or all of its creditors; or (3) a receiver or trustee is appointed in bankruptcy over the assets or undertaking of either party or upon any proceeding in bankruptcy, receivership or liquidation being instituted and continuing for thirty (30) days without being dismissed.

b. Licensor may terminate this Agreement and has the right to suspend Customerville Services should Licensee fail to pay the Quarterly Fee to Licensor within ten (10) days of Licensee having been notified in writing of being delinquent in payment. If Licensee terminates the Customerville Services before the end of the Initial Term or any Renewal Term, Licensee will be responsible for making all payments for the remainder of the Initial Term or Renewal Term as the case may be. On termination of the Customerville Services, Licensor may in its sole discretion provide Licensee with assistance in migrating Licensee's data to Licensee's new systems on a time and materials basis so long as Licensee is not in default of its obligations under this Agreement. If Licensee is in default of its obligations under this Agreement at the time of termination or terminates the Customerville Services without cause, Licensor shall not be required to provide any assistance to Licensee in migrating or transferring Licensee's data to a new system except to provide Licensee with a copy of Licensee's data. Except as otherwise noted in this Agreement upon termination of the Customerville Services by Licensor or Licensee, Licensor's obligations under this Services Agreement will end immediately; provided however, Licensor will continue to maintain the confidentiality of Licensee's Confidential Information.

c. Exclusively during the month of August, 2009, Licensee may have the option of opting out of the remaining term of this service agreement (approximately months 13-24) without penalty, and Licensee shall not be liable for any licensing fees due for that period of time.

5. Fees and Charges.

a. Quarterly fees are payable at the beginning of the quarter. Licensee agrees to pay a Quarterly License Fee as specified above under "Account Setup and Fees" to Licensor. The first quarter's fees shall be due on execution of this agreement and payable within 10 days.

b. Licensee agrees to pay a one-time Setup Fee as specified above under "Account Setup and Fees" to Licensor, which shall be due within 10 days of the execution of this agreement.

c. Payment of quarterly fees is due at Customerville by the first of each first month in each quarter in which license is to be provided. In addition to the remedies in subparagraph 4(b), all overdue payments shall be subject to a late fee at the rate of 1.0% a month from the date such payment is due.

6. Licensee Responsibilities

a. Licensee is responsible for its own facility wiring, connectivity installation, Internet connectivity, and monthly connectivity charges necessary to facilitate the performance of the Customerville Services.

b. The Customerville Services provided by Licensor in accordance with this Agreement are for the sole and exclusive use of the Licensee for its internal business. Any resale of the Customerville Services in whole or in part is strictly prohibited.

7. Confidentiality.

a. Due to this Services Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information means nonpublic information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure should be treated as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, API data files, documentation, specifications, data bases, networks, system design, file layouts, tool combinations and development methods as well as information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Customer lists and financial results. Confidential Information also includes information received from others that the disclosing party is obligated to treat as confidential and oral information that is identified by the disclosing party as confidential. Confidential Information disclosed by a subsidiary of the disclosing party and/or its agents is covered by this Agreement. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine-readable. Confidential Information shall not include any information that: (1) is already known to the receiving party or its affiliates, free of any obligation to keep it confidential; (2) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (3) is received by the receiving party from a third party without any restriction on confidentiality; (4) is independently developed by the receiving party or its affiliates; (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality; (6) is approved for release by prior written authorization of the disclosing party; or (7) is generalized monitoring data about all licensees using the Customerville Services. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. The other party may only use one party's Confidential Information in order to fulfill its obligations under this Agreement.

b. Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

c. The terms and provisions of this Section 7 shall survive any termination of this Services Agreement for any reason for a period of five (5) years.

8. Intellectual Property Rights. Licensor may develop enhancements, discoveries, processes, methods, designs and know-how, whether or not copyrightable or patentable, which Licensor conceived during the course this Agreement. Licensee acknowledges that Licensor shall own all right, title and interest in and to such enhancements, processes, methods, designs, and know-how including without limitation all intellectual property rights relating thereto, and may use such enhancements, processes, methods, designs and know-how in its business operations with other Licensees, without limitation.

9. Warranty. EXCEPT THAT LICENSOR WARRANTS THAT IS SERVERS AND SOFTWARE SHALL MAINTAIN A MINIMUM OPERATIONAL UPTIME OF AT LEAST 98%, THE CUSTOMERVILLE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY THAT (I) THE LICENSED WORKS WILL MEET LICENSEE'S REQUIREMENTS, (II) THE CUSTOMERVILLE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CUSTOMERVILLE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF THE CUSTOMERVILLE SERVICES WILL MEET LICENSEE'S EXPECTATIONS, AND/OR (V) ANY ERRORS IN THE CUSTOMERVILLE SERVICES WILL BE CORRECTED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IF WASHINGTON LAW IS NOT HELD TO APPLY TO THIS AGREEMENT FOR ANY REASON, THEN IN JURISDICTIONS WHERE WARRANTIES, GUARANTEES, REPRESENTATIONS, AND/OR CONDITIONS OF ANY TYPE MAY NOT BE DISCLAIMED, ANY SUCH WARRANTY, GUARANTEE, REPRESENATION AND/OR WARRANTY SHALL BE THE SHORTEST PERIOD ALLOWED BY LAW IN THE APPLICABLE JURISDICTION. LICENSOR'S SOLE LIABILITY FOR ANY BREACH

OF ANY SUCH WARRANTY, GUARANTEE, REPRESENTATION, AND/OR CONDITION SHALL BE TO PROVIDE YOU WITH REPLACEMENT CUSTOMERVILLE SERVICES.
IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT LICENSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE LICENSED WORKS. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Limitation Of Warranties And Liability: EXCEPT FOR THE EXPRESS WARRANTY ABOVE, THE CUSTOMERVILLE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE CUSTOMERVILLE SERVICES IS ASSUMED BY LICENSEE. NEITHER LICENSOR NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE CUSTOMERVILLE SERVICES SHALL HAVE ANY LIABILITY TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS. EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. LICENSOR IS ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. LICENSOR'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE CUSTOMERVILLE SERVICES OVER ANY 60 DAY PERIOD. NO LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH. SOME JURISDICTIONS DO NOW ALLOW THE EXCLUSION OR LIMITATION OF DIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

11. Independent Contractor. Licensor is an independent contractor. Neither Licensor nor Licensee are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. Licensor shall retain the right to perform work for others during the term of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Licensee and Licensor consent to the jurisdiction of the state courts of the State of Washington located in King County and U.S. District Court for the Western District of Washington. Notwithstanding the foregoing, any judgment pursuant to any action or proceeding arising out of or related in any way to this License or to the breach or default of any provisions hereof may be enforced and collected in any jurisdiction without limitation, and each party hereby consents to each such jurisdiction.

13. Entire Agreement and Modifications. Each party acknowledges that it has read this Services Agreement and any exhibits attached thereto, and further agrees that this Services Agreement, the License and any exhibits thereto are the complete and exclusive statement of the parties and supersedes and merges all prior proposals understandings and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any Licensee request for proposal or the standard printed terms on any Licensee purchase order. No modification, amendment, supplement to or waiver of this Services Agreement or any exhibit hereunder shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

14. Severability. In the event any one or more of the provisions of this Agreement or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

15. Force Majeure. Licensor shall not be responsible for failure to perform in a timely manner under this Services Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

By executing this Service Agreement, Licensee agrees to pay Licensor for Customerville services on the terms stated herein.