

## AWSM TECHNOLOGY, LLC - AWSM Site Map™ SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into as of September 27, 2005 ("Effective Date"), by and between AWSM Technology, LLC, a Arizona company ("AWSM") and Frank Stokes ("Customer").

### RECITALS:

AWSM is in the business of marketing and advertising (online and off) and is the owner of certain website technology. Customer desires to retain the services of and license the website technology of AWSM as more fully described herein and AWSM desires to perform such services, on the terms and conditions set forth herein.

### AGREEMENTS:

In consideration of the foregoing and the mutual covenants and agreements herein contained, AWSM and Customer agree as follows:

#### 1. Definitions. For purposes of this Agreement, the following definitions shall apply:

- 1.1 "The Technology" shall mean that certain website technology and related services, including any updated version of such Technology, generally known as the AWSM Site Map and generally described as: a proprietary technique for integrating multiple graphic web images, associated content and dynamic links into a single web page.
- 1.2 "Work Product" shall mean all documentation, software, code, code manuals, creative works, know how and information created, in whole or in part, by AWSM, with respect to the Technology, whether or not copyrightable or otherwise protectable under the Laws of the United States of America.
- 1.3 "Project" shall mean the specific project for which AWSM is hired under this Agreement as more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

#### 2. Duties

- 2.1 Subject to and in accordance with the terms of this Agreement, Customer hereby retains AWSM to provide its services and permit Customer to use the Technology for the Project and AWSM hereby accepts such engagement.
- 2.2 AWSM's specific duties hereunder shall be to develop and implement its Technology for the Project in accordance with the standards, specifications and timeline set forth on Exhibit "A" attached hereto.
- 2.3 Customer shall have no authority to bind AWSM in any manner whatsoever in connection with any other contract or agreement and shall not enter into any oral or written contract or agreement with any third party which would in any way bind AWSM, or in any way encumber the Technology, except as expressly authorized in writing by AWSM.

#### 3. Term and Termination

- 3.1 This Agreement shall become effective on the date first set forth above (the "Effective Date") and shall continue for a term of one (1) year, unless prematurely terminated as provided herein. The terms of this contract shall automatically renew without written notice of cancellation. Either party shall have the right, without cause of any kind and for any or no reason whatsoever, to terminate this Agreement and the rights and obligations of the parties hereunder upon sixty (60) days prior written notice to the other party, however, that if Customer terminates this Agreement other than for cause, as defined below, it shall not be relieved of its obligations to compensate AWSM and/or receive a refund for the services of this agreement.
- 3.2 AWSM may terminate this Agreement for Cause effective upon Customer's receipt of written notice thereof. For purposes of this Agreement, the term "Cause" shall mean: (I) a breach of any of the terms of this Agreement or the Restrictive Covenant more fully described in Section 6, below, which breach is not cured within fifteen (15) days after written notice from AWSM.
- 3.3 Notwithstanding the termination of this Agreement, the parties hereto shall be required to carry out any provisions hereof which contemplate performance by them subsequent to such termination, including, but not limited to, the provisions of Section 6, hereof.

#### 4. Compensation

In consideration for the services to be rendered by AWSM hereunder, Customer shall pay to AWSM such compensation, fees and commissions as set forth on Schedule A, attached hereto and incorporated by reference. The contractor hereby agrees to pay AWSM for the services to be provided 100% deposit payable with the sale of the product or at the signing of this Services Agreement for the total cost of the AWSM package initially agreed upon between AWSM and Customer with the monthly hosting and licensing fees due as set forth in attachment "A". These payments will be applied to any amounts due or to become due to AWSM under this Service Agreement.

#### 5. Rights in Ownership of Technology

The Technology is and shall remain the sole and absolute property of AWSM. Customer thereby assigns to AWSM all right, title and interest, if any is so acquired, to the Technology and any modifications or enhancements thereto arising out of the work performed on this Project. Customer is herein granted a revocable, non-exclusive license to use the Technology in regard to the Project according the terms and restriction set forth herein.



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**6. Restrictive Covenant**

- 6.1 Customer recognizes and acknowledges that it has acquired or will acquire certain confidential information concerning the Technology and AWSM and that all such information constitutes trade secret and proprietary information (collectively the "Information"), the disclosure of which would cause AWSM substantial loss. Upon executing this Agreement, Customer will execute and deliver to AWSM a Confidentiality Agreement in the form attached hereto as Exhibit "B", the terms of which are incorporated fully herein by this reference.
- 6.2 Customer hereby represents, warrants and covenants to AWSM, that in the course of performing Customer's duties hereunder, Customer will not utilize Information for any other use other than as expressly intended by this Agreement, unless Customer has the express written permission of AWSM to do so.
- 6.3 Customer acknowledges that any breach of the covenants, conditions and restrictions contained in this agreement will cause AWSM substantial and irreparable harm. Customer further acknowledges that in the event of a breach by Customer, there are inadequate remedies available at law and that AWSM is entitled to injunctive relief in addition to any other remedies which may be available to AWSM at law or under principles of equity.

**7. Arbitration and Injunction**

Any and all disputes arising out of, under, in connection with, or relating to this Agreement, or the breach or any alleged breach thereof, shall be settled by arbitration in the City of Phoenix, Arizona, before the American Arbitration Association in accordance with its then applicable rules, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. This provision for arbitration shall be in addition to, but shall not prevent any party from applying for and obtaining injunctive relief by showing that in the absence thereof, the rights of such party under this Agreement cannot be adequately protected by the arbitration award.

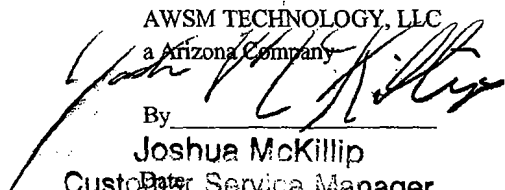
**8. Miscellaneous**

- 8.1 Any notices required or permitted to be given hereunder shall be sufficient if in writing and personally delivered or deposited in the mails, postage prepaid, to the following addresses, or to such other address as may be designated hereafter by either party hereto AWSM Technology, LLC at the address listed in services agreement.
- 8.2 This Agreement shall be binding upon, and inure to the benefit of, any successor of Customer and any such successor shall be deemed substituted for Customer under the terms of this Agreement. As used in this Agreement, the term "successor" shall mean any person, firm, partnership, corporation or other entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the assets or business of Customer.
- 8.3 In the event any party hereto brings an action to enforce any provision hereof or to secure specific performance hereof or to collect damages of any kind for any breach of this Agreement, the prevailing party shall be entitled to all court costs, all expenses arising out of or incurred by reason of arbitration and/or litigation proceedings and any reasonable attorneys' fees expended or incurred in any such proceedings.
- 8.4 The parties to this Agreement may not assign or delegate any of obligations hereunder without first obtaining the written consent of the other party, which will not be unreasonably withheld or delayed.
- 8.5 The failure by either party to this Agreement to strictly enforce such party's rights hereunder shall not constitute a waiver of any of such party's rights unless such party executes a written waiver with respect thereto. Any waiver of any breach of any provision hereof shall not be deemed a waiver of a subsequent or continuing breach thereof.
- 8.6 This Agreement shall be governed in all respects (whether as to validity, construction, capacity, performance or otherwise) by, and shall be enforced in accordance with, the law of the State of Arizona.
- 8.7 This Agreement, including the schedules and exhibits attached hereto, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and there are no representations, warranties or commitments except as set forth herein. This Agreement may be amended only by an instrument in writing executed by the parties hereto. Each schedule and exhibit attached hereto is incorporated herein and made a part hereof by this reference.
- 8.8 The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions. Should any valid federal or Arizona Law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination and otherwise this Agreement shall continue in full force and effect.

EXECUTED as of the date first set forth above.

"AWSM"

AWSM TECHNOLOGY, LLC  
a Arizona Company

By   
Joshua McKillip  
Customer Service Manager

10-5-05

"Customer"

Frank Stokes

By 

Date 10/01/05



**AWSM TECHNOLOGY, LLC - AWSM Site Map™ SERVICES AGREEMENT**

**EXHIBIT "A"**

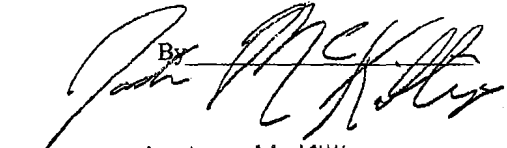
**AWSM Site Map™ Licensing and Services Package:**

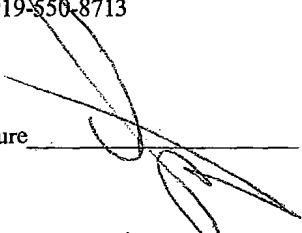
- Double Platinum = \$19,990.00
- 2,600 - page site map
  - o includes search engine
  - o includes hosting & licensing for 1 year

Yearly licensing fee of \$495 is applicable for second year and hereafter  
Monthly hosting fee of \$9.95 is applicable for second year and hereafter

"AWSM" Technology, LLC  
a Arizona Company  
AWSM TECHNOLOGY, LLC  
7500 N. Dreamy Draw Dr, Ste 212  
Phoenix, AZ 85020  
1-888-771-2976

"Customer"  
Frank Stokes  
3887 Covered Bridge Road  
Clayton N 27527  
919-550-8713

By   
Joshua McKillip  
Customer Service Manager  
10-5-05

Signature   
Date 10/01/05



**EXHIBIT "B"**  
**CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT ("Agreement") is made effective as of September 27, 2005 by and between AWSM Technology, LLC and Frank Stokes ("Customer").

WHEREAS both parties intend to disclose information regarding the business that they deem to be confidential and proprietary in nature ("Proprietary Information").

THEREFORE, in consideration for any disclosures relating to such Proprietary Information, the parties agree as follow:

1. The parties shall maintain all such disclosed Proprietary and Confidential Information in strict confidence and shall not use, publish or disclose to others any of each other's Proprietary Information relating to such disclosures without the prior express written consent of the disclosing party.
2. Notwithstanding the foregoing, either party may use, publish and disclose Proprietary Information to its respective directors, officers, employees, representatives, or agents for the purposes of evaluating the business proposal and processes; provided, however, that such use, publication and disclosure shall be subject to the terms and conditions contained herein.
3. The purpose of any and all Proprietary Information disclosed under this Agreement is for the parties to evaluate business opportunities between the parties. The parties agree that except as otherwise agreed in writing, neither party shall utilize any Proprietary Information for purposes of competing with the other.
4. The parties understand that no rights or licenses of any kind whatsoever to the disclosed Proprietary Information are granted to the other party as a result of this Agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. If any legal or equitable proceeding or arbitration is necessary to enforce or interpret the terms of this contract, the prevailing parties shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.
6. The parties agree that the remedy at law for any breach of this agreement by a party will be inadequate, and therefore, each party shall be entitled to an injunction or any other appropriate equitable relief to enforce their respective rights under the terms of this Agreement.
7. The undersigned represents that each has the full right and authority to enter into this Agreement and to legally bind their respective companies thereto.
8. The parties acknowledge that each party has had the opportunity for review of this Agreement by legal counsel and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.
9. Other than as specifically provided herein, Company shall not use the Confidential Information for any purpose whatsoever other than for the sole purpose permitted in paragraph 3 hereof, unless and until a further executed agreement is first made between the parties setting forth acceptable terms and conditions.
10. Company's obligations under paragraphs 3 and 9 of this Agreement shall survive the expiration or termination of this Agreement, provided, however, that Company's obligations under paragraphs 3 and 4 of this Agreement shall terminate immediately in the event that Creator shall purposefully disclose the Confidential Information to any other person, firm or corporation on a non-confidential basis, during the term of this Agreement.



EXHIBIT "B"  
CONFIDENTIALITY AGREEMENT (Page 2)

11. This Agreement contains the entire agreement and understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

12. This Confidentiality Agreement may be executed in counterparts, and all such counterparts taken together so constitute one complete Confidentiality Agreement. Facsimile signatures will be treated as originals for purposes of this Confidentiality Agreement.

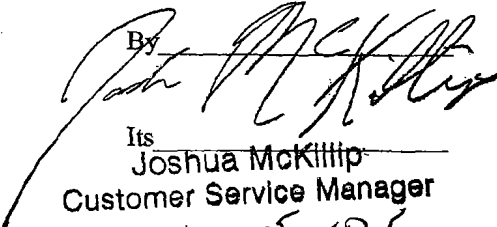
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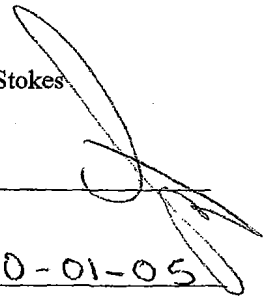
AWSM TECHNOLOGY, LLC,

Frank Stokes

By

  
Its  
Joshua McKillip  
Customer Service Manager  
10-5-05

By

  
Date 10-01-05