

NATIONAL PARTNERS INC. RESOURCE NETWORK SERVICES AGREEMENT

This Services Agreement (as it may be amended by us from time to time in accordance with Section 4 and 6) between you ("you", "your" or "Customer") and Resource Network a National Partners Incorporated (NPI) program sets forth the terms and conditions of your use of the services set forth herein (collectively, the "Services"). This Agreement explains our obligations to you, and your obligations to us in relation to the Service(s). When you or someone else you have permitted, uses, modifies or cancels the Service(s) on your behalf (even if we were not notified of such authorization), or requests or purchases additional services under your account, this Agreement covers any such service or actions. **You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, as well as all other applicable Resource Network Services Agreements (if any), which are incorporated herein by reference and by additional rules or policies or services agreements that are or may be established by NPI Resource Network from time to time.**

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1. Subscription and Renew

You are solely responsible for the credit card and billing contact information you, your agents or assignees provide to Resource Network and you acknowledge and agree that you will promptly inform Resource Network of any changes thereto (e.g., change of expiration date or account number). You are solely responsible for ensuring the Services are renewed. RESOURCE NETWORK SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE RENEWAL OR ANY ATTEMPT TO RENEW THE SERVICES AS DESCRIBED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR ERRORS IN RENEWING OR ATTEMPTING TO RENEW THE SERVICES. The foregoing limitation of liability is in addition to any other limitations of liability set forth in this Agreement.

2. User Name and Password

The first time you apply to use Resource Network's services, you will be asked to select a User name and password. That User name and password are the means through which you access certain of the Services. You acknowledge and agree that it is your responsibility to safeguard the User name, password and any secret question/secret answer you select from any unauthorized use, including by your agents and Assignees. IN NO EVENT WILL

RESOURCE NETWORK BE LIABLE FOR THE UNAUTHORIZED USE OR MISUSE OF YOUR USER NAME OR PASSWORD OR NPI ACCOUNT NUMBER.

3. Security

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under that account and in connection with your use of the Service(s), including those of your agents, assignees and other users to whom you give access to your account. You agree to notify Resource Network immediately of any unauthorized uses of the account or any other breaches of security. You acknowledge and agree that Resource Network cannot and will not be liable for any loss or damage from the failure to comply with this security obligation, or for any acts or omissions, of you or any of your agents, assignees or E-Mail Users, including any damages of any kind incurred as a result of such acts or omissions.

4. Changes to this Agreement or to Additional Rules or Policies

You agree that Resource Network may modify this Agreement, as well as any additional rules or policies that are or may be published by Resource Network.

Except as otherwise provided in this Agreement, you agree that, during the term of this Agreement, we may: (1) revise the terms and conditions of this Agreement; and/or (2) change the Services provided under this Agreement, in whole or in part, at any time (including, without limitation, changing service providers or subcontractors for e-mail and other Services provided under Resource Network's name). Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the Service(s) on our Web site, or upon transmission to you at the e-mail address or postal address (by United States mail) provided by you, or such other email address as you may provide in connection with any Service purchased from Resource Network; provided, however, that terms and conditions for new services shall be effective immediately upon posting on our Web site and will be applicable to you when you order such new Service(s). Your continued use of any Service(s) purchased through Resource Network shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by Resource Network, each with the new modifications. If you do not agree to any of such changes, you may request that your Service(s) be cancelled. You acknowledge and agree that such cancellation will be your exclusive remedy and our sole liability if you do not wish to abide by any changes to this Agreement or any additional rules or policies that are or may be published by Resource Network from time to time.

5. Information and Its Use

You hereby acknowledge and agree that, in connection with your use of certain of Resource Network's services, you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate.

6. Resource Network Privacy Notice

Resource Network knows that you care how information about you is used and shared, and we appreciate your expectation that we will do so carefully and sensibly. This notice describes our privacy policy. By visiting the Resource Network Web site (the "Site") or by otherwise interacting with Resource Network, you agree to accept the practices described in this Privacy Notice.

What Information Does Resource Network Collect?

We receive and store any information you enter on our Site or give us in any other way, such as via telephone, electronic mail or online form. For example, this information may be collected when you register a domain name or when you contact us for customer support. Here are the types of information we gather from visitors to Resource Network:

- Contact Information: We collect certain information about you during the subscription process. This information includes your full name, mailing address, phone number, email address, and, where provided, your facsimile number. Such contact information may be used, for example, to communicate with you when necessary with respect to transactions conducted through the Site. Additionally, we may collect contact information provided to us during any correspondence relating to customer support we supply to you, as well as in connection with products and services offered on the Site.
- Financial Information: Our internet merchant account program, PayPal, etc, collects and retains certain financial information from you during the subscription process, as well as in connection with other products and services which we offer on the Site. Resource Network will not sell, share or rent any financial information collected from you except as disclosed in this policy or as necessary to fulfill your order.

Does Resource Network Share the Information It Receives?

Except as set out in this Privacy Notice, you will receive notice whenever personal information about you might go to third parties, and you will have an opportunity to choose not to have us share that information. We share personal information as described below:

- ▶ Third Parties: If you have opted-in to receiving information about products and services provided by Resource Network's partners and affiliates, we will share your name, address, phone number and email address, in addition to information provided by you in response to our opt-in survey, so that the appropriate partners and affiliates may contact you regarding the products and services in which you have expressed interest. Resource Network cannot guarantee that these third parties will offer the same level of protection as Resource Network, or that their protections will be adequate.
- ▶ Agents and Service Providers: We engage other companies, individuals and subsidiaries of Resource Network to perform certain functions and/or services for our customers. Examples may include processing credit card payments, providing marketing assistance and removing repetitive information from customer lists, as well as offering electronic mail services and making available digital certificates
- ▶ Partner Web Sites and Pages. Resource Network sometimes enters into agreements in which we jointly develop or operate Web sites with third parties ("Partner Site"). Any information collected via a Partner Site may be jointly owned by Resource Network and the applicable third party partner, or, alternatively, owned solely by us or the third party partner. It is your responsibility to check the privacy policy of such third parties before submitting any personal information to a Partner Site.
- ▶ Business Transfers: As we continue to develop our business, we might sell or buy businesses or their assets. In such transactions, customer information generally is one of the transferred business assets. Also, if Resource Network, Inc. or all or substantially all of its assets were ever to be acquired, customer information will of course be one of the transferred assets.
- ▶ Protection of Resource Network and Others: We may release account and other personal information when we are required to do so by law, court order or other government or law enforcement authority or regulatory agency, to apply our Services Agreement or other agreements; or when we believe in good faith that disclosing this information is necessary or advisable, including, for example, to protect the rights, property, or safety of Resource Network, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

Electronic Mail

From time to time, Resource Network may use your personal information to contact you by electronic mail concerning our services. These communications are intended to inform you of important information regarding your account, or about general services provided by Resource Network. If you do not want to receive email from us regarding new services, please click the "unsubscribe" link which is included at the bottom of any email you receive from Resource Network. However, in order to fulfill our service obligations to you, we will continue to send you emails regarding your account administration, as well as any necessary information, such as renewal instructions.

How Secure Is Information About Me?

We work to protect the security of your financial information during transmission by using a merchant account program such as PayPal, AuthorizeNet, etc. to manage Resource Network's transactions through their Secure Sockets Layer ("SSL") software, which encrypts the information you input on their Site. Of course, the entire credit card number is transmitted to the appropriate credit card company during order processing. You can further help to ensure your security by taking a few simple precautions. For instance, it is important to protect against unauthorized access to your Resource Network username and password and to your computer. Be sure to sign off when finished using a shared computer. We will take reasonable care to protect your personal information once it is transferred to us, but it is ultimately your responsibility to prevent the disclosure of your personal information outside of Resource Network, as well as any disclosure on the Resource Network Site which is due to your error.

Sites Other Than MYNPI.ORG or Resource Network

Resource Network nor mynpi.org have any control over; and is not responsible for the privacy policies or information gathering practices of other Web sites, including those to which we may link and those which may link to us. In addition, NPI or Resource Network owns and operates other Web sites separately from the Site, and this Privacy Notice applies only to the information collected by the Site (i.e., www.mynpi.org). We strongly recommend that you review the privacy policies of every online service you use before submitting any personal information and direct any concerns to the site administrator of that site.

Conditions of Use, Notices, and Revisions

By choosing to visit Resource Network, you agree that your visit and any dispute you may have regarding the protection of your privacy during such visit is subject to this Privacy Notice and our Disclaimer, including, but not limited to, the provisions regarding limitations on damages and the application of the law of the state of Indiana.

Due to the constantly changing nature of our business, we reserve the right to change, update or modify this policy at any time at our sole discretion, and will post any new privacy policy here. Any such change, update or modification will be effective immediately upon posting on the Resource Network Site. Use of information that we gather now will be subject to the Privacy Notice in effect at the time of use. By using or navigating around the Site or utilizing any of the services we provide here, you acknowledge that you have read and understand and agree to be bound by this Privacy Notice. If you do not agree to be so bound, do not remain on the Site. You are responsible for checking our Site frequently to keep apprised of recent changes.

7. Ownership of Data

You acknowledge and agree that Resource Network owns all database, compilation, collective and similar rights, title and interest worldwide in our domain name and other proprietary information databases, and all information and derivative works generated from those databases.

8. System Performance Degradation

Resource Network depends upon its own and third party, including consultants, merchant account administrators, computer systems to provide the Services, and to provide timely information to Resource Network's customer service team. Occasionally, these computer systems are subjected to exceptional volumes of incoming data, service requests, processes, and electronic mail messages, inquiries that result in significant degradation of system processing and response time. Regardless of the reason, in those instances when there is system performance degradation, Resource Network reserves the right, in its sole discretion, to filter or block electronic messages, data and/or processes originating from or traveling to the identified sources of the high volume traffic. Resource Network will attempt to selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the system. Resource Network further reserves the right to permanently filter or block repeated sources of high volumes of electronic traffic. Finally, you acknowledge and agree that if your server is involved in an attack on any computer system, either with or without your knowledge or complicity, your account will be shut down while the matter is investigated and resolved at Resource Network's absolute discretion.

9. Limitation of Liability

YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. YOU AGREE THAT NPI, RESOURCE NETWORK, NOR ANY NPI SUBSIDIARY WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) TERMINATION, SUSPENSION, LOSS, OR MODIFICATION OF YOUR SERVICE(S), (b) USE OF OR INABILITY TO USE THE SERVICE(S), (c) INTERRUPTION OF BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR A SERVICE (INCLUDING, WITHOUT LIMITATION, (d) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (e) EVENTS BEYOND RESOURCE NETWORK'S AND SUBCONTRACTOR'S REASONABLE CONTROL, PROCESSING OF YOUR SERVICE APPLICATION, (f) APPLICATION OF ANY APPLICABLE LAW, REGULATION OR RESOURCE NETWORK POLICY (INCLUDING, WITHOUT LIMITATION, ANY RELEVANT DISPUTE OR GOVERNMENTAL OR SUCCESSOR ORGANIZATION ADOPTED POLICIES), (g) DISBURSEMENT OR NON-DISBURSEMENT OF FUNDS BY PAYMENT PROCESSORS; (h) TRANSACTIONS CONDUCTED ON A USER WEB SITE, INCLUDING FRAUDULENT TRANSACTIONS; (i) LOSS INCURRED IN CONNECTION WITH YOUR SERVICE(S), INCLUDING IN CONNECTION WITH E-COMMERCE TRANSACTIONS; (l) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (j) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING YOUR SERVICE(S), OR (k) ANY OTHER MATTER RELATING TO YOUR USE OF THE SERVICE(S). RESOURCE NETWORK ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF RESOURCE NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RESOURCE NETWORK'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES, BUT IN NO EVENT GREATER THAN FIVE HUNDRED DOLLARS (.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. Indemnification

You agree to defend, indemnify and hold harmless NPI, Resource Network, its subsidiaries, affiliates, officers, directors, agents, partners, employees and attorneys for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of or related to your use of or connection to the Services. You additionally agree to indemnify, defend and hold harmless the applicable Resource Network consultants, their firm, and its directors, officers, employees, and agents

from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out acts resulting in errors or omissions.

11. Suspension, Cancellation, Transfer or Modification of Service(s)

You may cancel your subscription, if you are dissatisfied with the service after you have submitted your first email/telephone inquiry. Regardless of use, you may not receive a refund on your subscription after 15 work days as a subscriber. You acknowledge and agree that Resource Network may suspend, cancel, transfer or modify your use of the Services at any time, for any reason, in Resource Network's sole discretion and without notice to you. You also acknowledge and agree that Resource Network shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services.

12. Governing Law

Your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Indiana, as if the Agreement was a contract wholly entered into and wholly performed within the State of Indiana.

13. Notices

Subject to the terms of this Agreement, you agree that, unless other instructions are posted on Resource Network's Web site, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax, or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight delivery service to each of the parties in accordance with the most current contact information you have provided to us. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission. FOR PURPOSES OF GIVING NOTICE UNDER THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT CONTACT INFORMATION MAY ONLY BE UPDATED BY FOLLOWING THE INSTRUCTIONS POSTED ON RESOURCE NETWORK'S WEBSITE. RESOURCE NETWORK SHALL HAVE NO OBLIGATION TO ATTEMPT TO CONTACT YOU AT ANY OTHER CONTACT INFORMATION THAT YOU MAY PROVIDE TO RESOURCE NETWORK CUSTOMER SERVICE OR OTHERWISE. By providing such contact information to Resource Network, you agree that Resource Network may use the information you have provided to contact you via email, postal mail, telephone or fax in any format or manner. Resource Network may, but shall have no obligation to, send a single notice by various means of delivery (i.e., fax, email, certified mail or express mail). In no event shall Resource Network be liable to you for choosing to send notice to one address, or by one means of delivery, and not others.

14. Entire Agreement; Section Headings

This Agreement as well as any additional Resource Network rules and policies, together with all modifications thereto, constitute the entire agreement between you and Resource Network concerning your use of the Services, and supersede and govern all prior proposals, agreements or other communications between you and Resource Network (including, but not limited to, any prior versions of the Agreement). You also may be subject to additional terms and conditions that may apply when you use third party, affiliate or other Resource Network Services, third-party content or third-party software. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

15. Force Majeure

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Resource Network may immediately terminate this Agreement and shall have no liability therefore.

16. General

You agree and acknowledge that any acceptance of your application for the Services and the performance thereof will occur at our offices in Greenwood, Indiana, the location of our principal place of business. Except as otherwise set forth herein, your rights under this Agreement are neither assignable nor transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement void at our option. You agree not to resell any of the Services without Resource Network's prior express written consent.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Except as expressly stated herein, this Agreement shall not be construed to create any obligation by Resource Network to any non-party to this Agreement.

The failure of Resource Network to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Resource Network of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Resource Network will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Resource Network as reflected in the original provision.