

Contemporary Web Plus, Inc.
Appointment-Plus
Expressway / Call Center Referral Agreement

Call Center _____ ("Call Center") and Contemporary Web Plus, Inc. ("Contemporary Web Plus"), enter into this ExpressWay / Call Center Referral Agreement effective the date signed below. Call Center is required to comply with, and by using any Appointment-Plus systems/software, agrees to comply with and be subject to this Contemporary Web Plus Call Center Referral Agreement, hereby known as the "Agreement". Contemporary Web Plus reserves the right to amend the Terms and Policies of the Agreement with a 30-day notice to Call Center.

1. Call Center Functions
 - 1.1. Call Center will function as a referral source of the Appointment-Plus® on-line appointment system. Call Center will place its orders for accounts in the system directly with Contemporary Web Plus through the Call Center control panel New Account link. Customers of Call Center will place their orders with Call Center so Call Center can initiate the account.
 - 1.2. Call Center may advertise in publications of general circulation or through other standard advertising and marketing means.
 - 1.3. Call Center's rights to resell Appointment-Plus® within a specific territory shall not be exclusive.
2. Prices
 - 2.1. All prices for systems provided by Contemporary Web Plus are in US dollars.
 - 2.2. Call Center customers shall pay for Appointment-Plus according to the Pricing Schedule attached hereto. Contemporary Web Plus has the right to revise its prices with thirty (30) days' written notice to Call Center and customers of Call Center. Such revisions shall apply to all services supplied after such noticed notwithstanding that such service may have been initiated prior to such notice.
3. Sign Up & Payment
 - 3.1. All accounts are subject to acceptance by Contemporary Web Plus. Contemporary Web Plus will only host sites that are legal in the US. We reserve the right to deny service to any domain, especially sites engaging in email spamming, bulk emailing, flaming & illegal pornography. Call Center agrees to same.
 - 3.2. Subject to the provisions hereof, client accounts may be opened upon receipt of this contract and set up of Call Center's control panel.
 - 3.3. All payments for Appointment-Plus services will be made directly to Contemporary Web Plus by Call Center customers, unless separate arrangements are made for payment and agreed to by the parties.
 - 3.4. **Call Center customers shall enter client or call center credit card payment information directly into the applicable Appointment-Plus account Billing section within fifteen (15) days from the initiation of the account from the Call Center control panel.**
 - 3.5. The payment amount will be as outlined in Appendix A – Call Center Pricing Schedule.
 - 3.6. System modifications for customers will be billed at the current hourly rate, if applicable. Due the proprietary nature of Appointment-Plus®, we do not allow Call Centers or third party developers to make modifications to the software. Any modifications to Appointment-Plus® must be done by employees/agents of Contemporary Web Plus.
4. Duties of Call Center
 - 4.1. Technical Support: Contemporary Web Plus will supply support to Call Center Customers in accordance with its standard policies and rates set forth in the Company > Options section of site administration accounts.
 - 4.2. Call Center and their customers will treat the Internet resource with respect. Call Centers and their customers will refrain from initiating activities that consume an unreasonable amount of Internet or system resources. Using accounts to send unsolicited commercial emailing, bulk emailing, copyright violation, defamatory speech, distribution of Internet viruses, worms, Trojan horses and other destructive activities, flaming & illegal pornography or abusive UseNet postings is prohibited.
 - 4.3. General: In carrying out this agreement, Call Center will conduct itself in an ethical and lawful manner, will exercise its best efforts to achieve a high level of customer satisfaction, and will do nothing to bring the reputation of Contemporary Web Plus into disrepute.
 - 4.4. Call Center shall reasonably protect access to its control panel and the account accesses related thereto. Call Center shall utilize the control panel and accesses thereto solely in furtherance of the customers scheduling application and needs.
5. Duties of Contemporary Web Plus
 - 5.1. Contemporary Web Plus will act in accordance with its standard terms and conditions for Appointment-Plus accounts.
 - 5.2. Contemporary Web Plus will abide by the terms of this Agreement.
 - 5.3. Contemporary Web Plus will provide Call Center with access to a Call Center control panel, listing all Call Center accounts. Such control panel access shall be terminable at such time this Agreement is terminated.

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5.4. Contemporary Web Plus will offer Call Center accounts and customers free set up and training assistance for a period of 15 days after account initiation in accordance with the standard policies of Contemporary Web Plus.

6. Limitation of Contemporary Web Plus's Obligation & Liability

- 6.1. Contemporary Web Plus will utilize its best efforts to maintain acceptable performance of services contracted for services, but Contemporary Web Plus makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. Contemporary Web Plus cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. Contemporary Web Plus will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system. Call Center indemnifies Contemporary Web Plus for any damages suffered by Call Center for loss of data, except to the extent such losses are determined to have resulted solely from intentional misconduct of Contemporary Web Plus.
- 6.2. Contemporary Web Plus's liability to Call Center, and any customer/end user of any product or other Contemporary Web Plus service is limited to the amount paid to and received by Contemporary Web Plus for services not accepted. In no event shall Contemporary Web Plus be liable to Call Center, or any customer/end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if Contemporary Web Plus has been advised of the possibility of such damage.
- 6.3. Call Center will take all reasonable measures to preclude Contemporary Web Plus from being made a party to any lawsuit or claim regarding Contemporary Web Plus services provided to any Call Center or end user. Call Center hereby agrees to indemnify and hold harmless Contemporary Web Plus from any and all claims of whatever nature brought by any of Call Center's customers and/or their end users against Contemporary Web Plus in excess of the remedy set forth herein.

7. Confidentiality

Call Center acknowledges that by reason of its relationship with Contemporary Web Plus hereunder, it may have access to certain information and materials relating to Contemporary Web Plus's business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to Contemporary Web Plus, which value would be impaired if such information were disclosed to third parties. Call Center agrees that it will not use in any way for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by Contemporary Web Plus. Call Center further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by the Call Center of any such confidential information in its possession, and all confidential materials shall be returned to Contemporary Web Plus or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, Contemporary Web Plus shall be entitled to injunctive relief.

8. Relationship of the Parties

The relationship between Contemporary Web Plus and Call Center is that of referral source and vendor. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This agreement is a commercial agreement between businesses, not a consumer agreement. Call Center has no authority, apparent or otherwise, to contract for or on behalf of Contemporary Web Plus, or in any other way legally bind Contemporary Web Plus in any fashion, nor shall Call Center be authorized to make any representations about Contemporary Web Plus or its services other than to set forth Contemporary Web Plus's responsibilities as outlined in this agreement.

9. Disputes

The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved, other than injunctive relief, shall be subject to arbitration upon written demand of either party. Arbitration shall take place in Phoenix, AZ. The arbitration shall follow the guidelines established by the American Arbitration Association.

10. Terms & Termination:

- 10.1. This agreement shall run until the end of the current quarter. The initial and minimum term of this Agreement is for 3 months. This Agreement shall automatically renew for a similar term thereafter, until terminated by either party with 30 days prior notice unless terminated in one of the following ways:

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- 10.1.1. By Contemporary Web Plus, upon thirty (30) days' written notice, if Call Center breaches any material and substantial provision of this agreement and has not cured by the end of the 30 days.
- 10.1.2. Call Center becomes more than sixty (60) days in arrears in payment of its account with Contemporary Web Plus;
- 10.1.3. There are instituted bankruptcy or insolvency proceedings against Call Center, which are not vacated within sixty (60) days from the date of filing;
- 10.1.4. Call Center institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; or
- 10.1.5. Call Center makes an assignment of all or part of its assets for the benefit of creditors
- 10.1.6. By Contemporary Web Plus immediately, if Call Center attempts to assign all or any part of this Agreement without Contemporary Web Plus's prior written approval;
- 10.1.7. By Contemporary Web Plus immediately, if Call Center fails to cause Contemporary Web Plus to be informed in writing immediately on the happening of any event specified in this section;
- 10.1.8. By Call Center, immediately upon giving written notice to Contemporary Web Plus, if
- 10.1.9. There are instituted bankruptcy or insolvency proceedings against Contemporary Web Plus, which are not vacated within sixty (60) days from the date of filing;
- 10.1.10. Contemporary Web Plus institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency;
- 10.1.11. Contemporary Web Plus makes an assignment of all or part of its assets for the benefit of creditors; or
- 10.1.12. Contemporary Web Plus fails to cause Call Center to be informed in writing immediately on the happening of any event specified in this section. The provisions of paragraphs 6, 7, 9, 12, 13, 14, and 15 survive any termination of this agreement.

11. Nonassignability

Call Center's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of Contemporary Web Plus, which consent shall not be unreasonably refused.

12. Partial Invalidity

If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. Contemporary Web Plus and Call Center agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

13. Applicable Law, Jurisdictional Matters

This agreement takes effect when accepted by Contemporary Web Plus in Arizona. It is to be governed by and construed under the laws of the State of Arizona and the United States of America. The federal and state courts of the State of Arizona shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this agreement. Call Center hereby expressly consents to (1) the jurisdiction of the courts of Arizona and (2) service of process being effective upon it by registered mail sent to the address set forth at the beginning of this document, as may be changed from time to time by written notice actually received by Contemporary Web Plus. Contemporary Web Plus will comply with all orders issuing from tribunals having jurisdiction over Contemporary Web Plus, and that such compliance could affect the services provided by Contemporary Web Plus to Call Center or its customers; Call Center agrees to hold Contemporary Web Plus harmless from any claims of Call Center or Call Center's customers and their end users arising out of or related to the use of the Appointment-Plus system.

14. Notices

All notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission. Evidence of successful transmission shall be retained.

15. Entire Agreement, Modifications

This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussions/agreements between them. Contemporary Web Plus may make changes to this agreement upon thirty (30) days' written notice to Call Center, advising of the change and the effective date thereof. Utilization of Contemporary Web Plus products and/or services by Call Center and/or its customers following the effective date of such change shall constitute acceptance by Call Center of such change(s).

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this instrument, with each signator warranting its authority to enter into this agreement on behalf of the party it represents.

I have read and accepted the above terms and conditions.

 Call Center Signature Date

Call Center Information:

Company Name _____
 Contact Name _____
 Address _____
 City, State, Zip _____
 Phone _____
 E-mail _____
 Web Site Address _____

Appendix A – Call Center Call Center Program Pricing Schedule

NOTE: All amounts are in US dollars.

CALL CENTER PRICING SCHEDULE

A "Location" is defined as a client location. If one client has two locations, then for the purposes of the schedule, it counts as two locations.

Client Locations	Price Per Location
1 or more	\$39/month

HIGH VOLUME PRICING

The first 500 appointments per month are covered by the base fee. If the client surpasses 500 appointments for a given month, their monthly fee for that month would be higher.

High Volume Chart 1

Volume	Price/month/location
Up to 500 appointments/month	No additional amount
501-1000	Add \$20/month
1001-2000	Add \$40/month
2001-3000	Add \$60/month
3001-4000	Add \$80/month
4001-5000	Add \$100/month
5001-6000	Add \$120/month
6001-7000	Add \$140/month
7001-8000	Add \$160/month
8001-9000	Add \$180/month

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9001-10,000	Add \$200/month
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If the anticipated volume will be over 10,000 per month, contact us for pricing.

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OPTIONAL MODULES

The prices and available modules are subject to change, as we will be adding more optional modules in the future.

POS - \$10/month
Inactive Customer E-mails - \$2/month
Outlook Export - \$2/month
Time Clock - \$2/month
Gift Certificates - \$10/month

OPTIONAL SERVICES

The following are optional services and prices offered by Contemporary Web Plus. Call Center may set their own prices for these services and the compensation will be the difference between the Call Center pricing and our standard pricing.

Custom modifications to Appointment-Plus – billed at our current hourly rates, if accepted by Contemporary Web
Domain name registration - \$30/year
Customer data upload - \$30
Logo upload - \$20

Private labeling. Call Center's Appointment-Plus accounts will be private labeled to reflect the logos and colors of Call Center rather than Appointment-Plus. Call Center shall forward the html hex color codes it desires for the admin side of its accounts along with its logo (in gif or jpeg format). Such information shall be forward to uploads@contemporarywebplus.com referencing the private labeling for Call Center's account. The parties agree that the total cost for such private labeling set up shall be US\$150.00. Said amounts shall be paid in advance by Call Center.