



SCHOOL STORE HOSTING SERVICES AGREEMENT

This School Store Hosting Services Agreement (“Agreement”) is entered into as of _____ (“Effective Date”) by and between CX&B United Corp., located at 1301 W. 253rd St., Harbor City, CA 90710, and [School Name] at [Address] (“Client”).

1. Definitions. “Client Content” means the content provided by Client to Company for inclusion in the School Store, including without limitation all product text, graphics, ordering information. “School Content” means the content in the School Store that is provided by Company, specifically excluding Client Content. “School Store” means the web-based company store solution provided by Company to Client. “Proprietary Information” means confidential or proprietary business information of a party. “Services” means the provision of the School Store to Client in accordance with this Agreement.

2. Provision of Service. Company will setup, maintain and host a School Store for Client that will allow Client’s employees, students, or other designated guests to browse various items and purchase or request more information on items of interest. Client will provide Company with all Client Content necessary for Company to setup and maintain the School Store. Company may also use certain Company Content in creating the Company Store. Company and Client will work together in good faith regarding the design and implementation of the Company Store. Company will make reasonable changes to the School Store from time-to-time as reasonably requested by Client. Client acknowledges that Company may subcontract the provision of the Services to a third party. Further details, if any, regarding provision of the Services are described on Exhibit A.

3. Confidentiality. In connection with the provision of the Services, each party may disclose Proprietary Information to the other party. Each receiving party agrees to keep such Proprietary Information confidential. Each receiving party may only use the disclosing party’s Proprietary Information to the extent necessary to provide the Services. Each party acknowledges that any breach of this section will result in irreparable harm to the other party for which the other party may obtain immediate injunctive relief, in addition to other remedies, without the necessity of posting bond.

4. Information Supplied by Client. Client represents and warrants that all Client Content (i) will be accurate, truthful, and not misleading; and (ii) will not infringe upon any privacy or intellectual property rights of a third party. Company has no obligation to verify the accuracy or completeness of any information provided to it by Client. Client grants and agrees to grant to Company a non-exclusive license to use, reproduce,

make derivative works of, display, perform and otherwise dispose of the Client Content solely in connection with Company’s provision of the Services.

5. Ownership. As between Company and Client, Company or its licensors shall retain all right, title, and interest in and to the School Store (excluding Client Content) and the Company Content, including all software and intellectual property related thereto. Except for the express license grants to Company herein, Client shall retain all right, title, and interest in and to the Client Content. Each party shall retain ownership of its Proprietary Information.

6. Disclaimer of Warranty. THE SERVICES AND COMPANY CONTENT ARE PROVIDED “AS IS.” NEITHER COMPANY NOR ITS LICENSORS MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY SUPPORT SERVICES RELATED THERETO, AND HEREBY EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NON-INFRINGEMENT, AND NON-INTERFERENCE.

7. Limitation of Liability. NEITHER COMPANY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF COMPANY OR ITS LICENSORS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL COMPANY’S OR ITS LICENSORS’ LIABILITY UNDER OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID TO COMPANY BY CLIENT DURING THE ONE (1) YEAR PRECEDING THE DATE THAT THE CLAIM AROSE. In no event shall Company be responsible for any loss or liability resulting from (i) access delays, interruptions, or loss of service; or (ii) errors or omissions in any Client Content or Company Content. The parties acknowledge that the disclaimer of warranty and limitations of liability set forth herein are reasonable allocations of risk among the parties based on the fees associated with this Agreement, and such limitation shall apply notwithstanding any failure of essential purpose.

8. Term. This Agreement shall be effective as of the Effective Date and shall remain in effect for the term specified on Exhibit A. This Agreement will automatically renew for additional one (1) year terms unless one party sends written notice to the other party of its intent to terminate the Agreement at least thirty (30) days prior to the end of the current term. Upon termination or expiration, all rights and obligations set forth in this Agreement shall cease except for (i) Client’s obligation to pay fees owed to Company prior to termination or expiration; and (ii) Sections 1, 4, 5, 6, 7, 8, 9, and 10, which shall survive any such termination or expiration. Client acknowledges that Company may



automatically suspend or disable access to the Company Store upon termination of this Agreement.

9. Miscellaneous. This is the entire Agreement between the parties as to the subject matter hereof and there are no other valid agreements or understandings, express or implied, written or oral. The Agreement may not be assigned by Client without Company's written permission, and any such prohibited assignment shall be void. Company may assign this Agreement without providing notice to or obtaining consent from Client. No waiver or modification of this Agreement shall be valid

unless in a formal writing signed by an officer of each party. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected. Client agrees to indemnify, hold harmless, and at Company's option, defend Company for all damages, liability, and costs (including attorneys' fees) incurred by Company resulting from a breach of this Agreement. This Agreement shall be governed by the laws of the State of Texas, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date.

COMPANY:

CX&B United Corp.

By: _____

Print Name: _____

Title: _____

Date: _____

1301 W. 253rd St. Harbor City, CA 90710

Phone: _____

CLIENT:

[SCHOOL NAME]

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____



Fund-Raising &
School Promotion
since 1970

Exhibit A

Description of the School Store:

Fees and Payment: NO EXTRA CHARGE

Term: