



Stampin' Up!®

ETOOLS DESIGN AND HOSTING AGREEMENT

IMPORTANT - READ CAREFULLY:

This is a legal Agreement between you ("Demonstrator") and Stampin' Up!® Inc., a Utah corporation, located at 12907 South 3600 West, Riverton, Utah 84065 ("STAMPIN' UP!"). Demonstrator and Stampin' Up! are sometimes referred to collectively in this Agreement as the "Parties."

Special note for demonstrators of Stampin'Up! Canada ULC: Pursuant to the terms of an agreement between Stampin'Up! Inc. and Stampin'Up! Canada ULC, Canadian Demonstrators may use this service. In such event, the parties shall apply the terms of the Canadian Copyright Act in place of the US Copyright Act where applicable, the forum and jurisdiction for resolution of disputes shall be Calgary, Alberta, Canada, and the price for the Design and Hosting Service through iCentris shall be \$15.95 per month.

RECITALS

Demonstrator desires to engage Stampin' Up! and iCentris for the purpose of assisting in the design and storage of Demonstrator's site on the World Wide Web (the "Web Site") and make it available for browsing on the Internet. The Demonstrator also desires to engage Stampin' Up! and iCentris for the purpose of assisting in the design and delivery of customer communication pieces such as eCards and eNewsletters. To carry out these purposes, the Parties have agreed to the following:

SECTION 1: Definitions.

- 1.1. Browser. The term Browser refers to a program used to provide interactive, graphical access to sites on the World Wide Web.
- 1.2. Internet. The term Internet refers to the global network of computers using the TCP/IP Protocol for communication.
- 1.3. Web. The term Web refers to the World Wide Web. The Web is a graphical interface used to access sites on the Internet.
- 1.4. Web Site. The term Web Site refers to a series of interconnected Hypertext Markup Language documents capable of residing on a single host server computer.

SECTION 2: Design Services.

- 2.1. Material To Be Supplied By Demonstrator. Demonstrator may modify certain text, graphics, and other content, subject to Stampin' Up!'s prior approval to be included in the Web Site ("Demonstrator's Material"). Graphic material may be provided in any of the following formats: GIF or JPEG format.
- 2.2. Material To Be Supplied By Stampin' Up! Stampin' Up! may, at its sole discretion, provide text, graphics, and other content, which Stampin' Up! owns. Any content so provided by Stampin' Up! is provided for the limited use of Demonstrator for the Web Site, eCards, and eNewsletters only and no other use shall be permitted. This claim shall not be interpreted to provide a license to Demonstrator to use any material so provided.
- 2.3. Web Site Terms. The term "Web Site Material" includes, but is not limited to, all text, graphics, video, audio, programming, code, algorithms, scripts, and applets constituting the Web Site. Stampin' Up! and Demonstrator agree and understand that Stampin' Up! shall retain all ownership interest in the Web Site and Web Site Material. The Parties further agree that Stampin' Up!'s creation and authorship of the Web Site Material DOES NOT constitute a work made for hire, as that term is defined in Section 101 of Title 17 of the United States Code (the "Copyright Act").
- 2.4. Ownership of Web Site Material. Stampin' Up! will own the exclusive rights to and in the Web Site Material, including, but not limited to, all United States and International copyrights and other intellectual property rights. In the event that this Agreement is terminated before final acceptance, Stampin' Up! will own the exclusive rights including, but not limited to, all United States and International copyrights and other intellectual property rights, in the portion of the Web Site Material actually completed.
- 2.5. Use of Web Site Material. The Web Site Material shall only be used by Demonstrator pursuant to the terms of this Agreement whereby Stampin' Up! is the host of the Web Site.

Upon termination of this Agreement, Demonstrator shall not have any right to use or rely on any Web Site Materials.

SECTION 3: Hosting Services.

Stampin' Up! and iCentris will provide the following services to Demonstrator (the "Hosting Services") after the completion of the Web Site

design:

3.1. Availability of Web Site. The Web Site will be available to Internet users approximately twenty-four (24) hours a day, normal maintenance and unforeseen hardware or communications problems excepted.

3.2. Search Engines. It shall be the Demonstrator's responsibility to register the Web Site with any search engines.

3.3. Backups. Stampin' Up! will backup the Web Site and all data files associated with it at least once each week and will store the backup materials in a safe secure location for magnetic media, and not at the same location as Stampin' Up!'s server.

3.4. Demonstrator Modifications Of Web Site. Demonstrator may modify or change the content regarding information directly related to Demonstrator's address or other contact information of the Web Site as well as text and images in those areas allowed by the Company as frequently as it desires without additional charge. Nothing stated herein shall alter the rights of Demonstrator or Stampin' Up! as may be governed by any other agreements between Demonstrator and Stampin' Up!, including the Demonstrator Agreement.

3.5. Internet Connection. Stampin' Up! and iCentris will maintain a high speed connection to the Internet backbone as needed to allow for reasonable service.

3.6. Privacy. Stampin' Up! will not sell any of the information obtained from Demonstrator or generated through hosting the Web Site. Stampin' Up! shall be entitled to use all such information for internal use only.

3.7. Electronic Funds Transfer Authorization. Prior to activation of Demonstrator's site, Demonstrator shall have executed and delivered to the Company the Stampin' Up! Direct Deposit, Electronic Check and/or Credit Card Authorization Agreement.

SECTION 4: Compensation.

The initial price for the Design Hosting Services will be \$12.95 US / \$15.95 CAN plus applicable taxes per month (the "Total Price") regardless of the actual number of hours or days the Web Site is actually available to Internet users. Payment options including any changes in price or services will be posted on the Stampin' Up! Web Site. Changes in payment options, prices or services will automatically go into effect thirty (30) days following posting of the same on the Stampin' Up! Web Site. Stampin' Up! will charge Demonstrator for Design Hosting Services and any technical support on a monthly basis. Stampin' Up! and iCentris may discontinue the hosting service in the event of non-payment.

SECTION 5: Demonstrator Warranties.

5.1. Demonstrator represents and warrants to Stampin' Up! that:

(a) Demonstrator owns or has the right to use all material it has provided to Stampin' Up! for use in designing the Web Site, including all text, graphics, sound, video, programming, scripts, and applets; and (b) The use, reproduction, distribution, and transmission of the Web Site, or any information or materials contained in it, on and from Stampin' Up!'s server computer does not: (1) infringe or misappropriate any copyright, patent, trademark, trade secret, or any other proprietary rights of a third party; (2) violate any criminal laws;

(3) constitute false advertising, unfair competition, defamation, an invasion of privacy, violate a right of publicity, or violate any other law or regulation.

5.2. Notwithstanding the warranty set forth in paragraph 5.1. above, Demonstrator is not granted a license or permission to use, and shall not use any of Stampin' Up!'s proprietary materials, trademarks, service marks, images, designs, or other materials in the Web Site except as specifically allowed by Stampin' Up! in writing.

5.3. Demonstrator shall only be permitted to use the Web Site so long as Stampin' Up! is the host and approves of the Web Site. Demonstrator warrants that it will not reproduce any portion, graphic, text or code of the Web Site for other use, including without imitation, use on a different Web Site or with a different host.

5.4 Demonstrator is and shall remain in compliance with all terms of the Independent Demonstrator Agreement between Demonstrator and Stampin' Up!, the terms of which are fully incorporated as if fully set forth herein.

SECTION 6: Limitations of Warranties and Liability.

Except as expressly set forth in this agreement, Stampin' Up! disclaims any and all express warranties, warranties of fitness for a particular purpose and implied warranties of merchantability. Stampin' Up! will not be liable for any loss of business or profits, or for any consequential, incidental, punitive, or similar damages, or, other than as set forth in this agreement, for claims of damages made by any third party for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, even if it has been advised of the possibility of

such damages. Each party acknowledges that this limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this agreement. In no event will Stampin' Up!'s liability exceed the total price as defined in this agreement.

SECTION 7: Right To Monitor And Remove Unacceptable Sites.

Stampin' Up! has the right, but not the duty, to review and monitor all content submitted for or included on the Web Site, and in its sole discretion to remove any content that Stampin' Up! finds objectionable for any reason without prior notice to Demonstrator.

SECTION 8: Indemnity.

Demonstrator is solely responsible for any liability arising out of or related to the Web Site. Demonstrator agrees to indemnify and hold Stampin' Up! and iCentris harmless from and against any and all liabilities, losses, damages, costs, and expenses, including reasonable attorney fees and experts' fees, associated with any claim or action brought against Stampin' Up! related to or arising out of the Web Site or Demonstrator's breach of its warranties under this Agreement. This indemnification agreement will survive termination of this Agreement.

SECTION 9: Term of Agreement.

This agreement shall take effect as of the date it is executed by both parties and received by Stampin' Up! and shall remain in force so long as the Demonstrator is active, and in compliance with the terms and conditions of this Agreement, the Independent Demonstrator Agreement, and the Demonstrator Policy Manual of the Company, or until either party terminates this Agreement which may be done at any time upon written notice by the Demonstrator to the Company, and without prior notice by Stampin' Up! to the Demonstrator, subject however to the Company's obligation to provide subsequent notice in the event that both this Agreement and service have been terminated. Termination by the Demonstrator during a monthly billing period will not result in an actual shut down of the site until the end of the monthly billing period.

SECTION 10: Assignment.

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of, and in the sole discretion of, the other Party.

SECTION 11: Causes Beyond Reasonable Control.

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION 12: Validity Of Agreement.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION 13: Entire Agreement.

This Agreement, including all Exhibits, Appendices, and Attachments, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged.

SECTION 14: Venue And Applicable Law.

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Utah (without respect to principles of conflicts of law), and the Parties shall submit to jurisdiction and venue in the State of Utah, Third District Court in and for Salt Lake County in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

SECTION 15: Attorney Fees And Costs.

In any action brought under the Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment. The Parties submit to jurisdiction and venue in the State of Utah in any legal proceeding arising regarding this Agreement.