

master services agreement

THIS MASTER SERVICES AGREEMENT (together with all schedules and exhibits attached hereto, this "MSA") is made as of _____, 200____ (the "Effective Date"), by and between Copernica, Inc., d/b/a Amplifier ("Amplifier"), a Delaware corporation with offices located at 800 Interchange Blvd., Suite 102, Austin, Texas 78721 and _____

("Client"). All of the schedules and exhibits attached to this MSA are referred to collectively as the "Schedules and Exhibits" and are incorporated into this MSA by this reference.

SECTION 1. SERVICES, PRICING AND ADDITIONAL WORK

1.1. Services. Commencing as of the date hereof and continuing during the term of this MSA, Amplifier shall, subject to the terms and conditions of this MSA, provide Client, or cause Amplifier's various affiliates and contractors to provide Client, the services identified in the Schedules and Exhibits (collectively referred to as the "Services").

1.2. Pricing of Services. The pricing of the Services shall initially be those prices set forth in Exhibit A and shall be further subject to any adjustments as provided for in the Schedules and Exhibits. Commencing on the date that is 180 days following the Effective Date, Amplifier reserves the right to increase the price of the Services upon 30 days' prior written notice to Client, which increases shall not occur more frequently than once during any 90-day period under this Agreement.

1.3. Additional Work. From time to time, Client may request that Amplifier perform work that is outside the scope of the Schedules and Exhibits. All such requests must be made in the form of a written Statement of Work ("SOW") and shall be made a Schedule to this MSA upon acceptance and written execution of the applicable SOW by Amplifier and Client. Work performed under a SOW shall be deemed "Services" for purposes of this MSA. Unless otherwise specified in the SOW, work performed by Amplifier will be billed to Client at the "Account Management Rate" specified in Exhibit A. The SOW shall include a complete description of the work to be performed by Amplifier and the delivery date(s) for the work. If Client or third party personnel will be involved in the work, they must be identified by name and their roles, responsibilities in performing the work, and contact information must be included in the SOW. All work performed by Amplifier or contractors hired by Amplifier shall remain the sole and exclusive property of Amplifier, save and except for Client marks which may be contained in the work product. Unless otherwise specified in the SOW, Amplifier will grant a non-exclusive, non-transferable worldwide license to Client for the use of the work product during the term of this MSA. In any event, the terms and conditions of this MSA shall govern the provision of any services provided by Amplifier to Client. If, for any reason, the work specified in any SOW is not completed by the date(s) specified in the SOW, Amplifier and Client agree to modify the SOW to equitably achieve Client's and Amplifier's business objectives. In any event, Client agrees to pay Amplifier for partially completed work performed under any SOW unless failure to complete is due to the acts or omissions of Amplifier or its employees or agents. In the event of a conflict between the terms of this MSA and any SOW, the terms of this MSA will control unless the SOW specifically (and not generally) identifies the conflicting terms in this MSA and explicitly states that such terms will not

apply but will be superseded by the relevant provisions of that SOW for purposes of that SOW.

SECTION 2. PAYMENT TERMS

2.1. Payment for Services and Additional Work. Client agrees to pay all fees in accordance with the terms of this MSA. Non-freight invoices are due and payable within 15 days of the date of the invoice, and freight invoices are due upon receipt. All payments shall be made in U.S. dollars.

2.2. Interest. Amplifier shall assess interest at a rate of 1.0% per month on all amounts not paid within the above-stated time periods. Interest will start accruing on the 30th day from the date of invoice and will continue to accrue until all overdue payments, plus interest charges, are paid in full.

2.3. Past Due Payments. If an invoice is past due for more than 30 days, Amplifier may suspend any or all services and any or all access to Client or other data stored on Amplifier servers until the invoice is paid.

2.4. Disputed Payments. Client will not be deemed in breach of this MSA if it withholds payment of any amount in dispute between the parties, provided that such dispute is reasonable and in good faith and that Client notifies Amplifier in writing within 15 days of the date of the invoice that an amount on such invoice is in dispute.

SECTION 3. TERM AND TERMINATION; SURVIVAL

3.1. Term and Renewal Option. The term of this MSA shall commence on the Effective Date and shall terminate upon termination pursuant to this Section 3.

3.2. Termination. In addition to any other termination rights provided for herein, this MSA may be terminated as follows:

(a) Breach. Either party may terminate this MSA, with 30 days' prior written notice to the other party, in the event of a material breach of this MSA by the other party. The written notice shall specify the precise nature of the breach. In the event the breaching party cures the breach or reaches a solution agreed by both parties within the 30-day notice period, this MSA shall not terminate.

(b) Insolvency. Either party may terminate this MSA, immediately upon written notice to the other party, in the event the other party voluntarily files or has filed involuntarily against it a petition under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.

(c) Illegal or Other Activity. Notwithstanding the foregoing, Amplifier may, in its sole and complete discretion, immediately terminate this MSA and cease providing any or all of the Services if (a) Amplifier concludes that Client is engaged in illegal activities or the sale of illegal goods or services, (b) Client has become the subject of a government complaint or investigation of any kind, or (c) Client is in any way connected with the transmission of "junk mail," "spam" or the unsolicited mass distribution of e-mail, or with any unethical marketing

practices. Any termination under this Section 3.2(c) shall take effect immediately.

(d) Convenience. Either Amplifier or Client may terminate this MSA for any reason with 90 days' prior written notice to the other party.

3.3. Other Rights. The rights of the parties to terminate this MSA or any Schedule or Exhibit are not exclusive of any other rights and remedies available at law or in equity, and such rights shall be cumulative. The exercise of any such right or remedy shall not preclude the exercise of any other rights and remedies.

3.4. Survival. Sections 2, 3, 4, 5.2, 6.1, 7, 8, 10, 11 and 12 shall survive any expiration or termination of this MSA or any Schedule or Exhibit.

SECTION 4. INTELLECTUAL PROPERTY

No rights will be derived by Amplifier in any of Client's patents, trademarks, designs, know-how or any other industrial right to any Client product now or in the future, and any such rights shall remain the property of Client. No rights will be derived by Client in any of Amplifier's patents, trademarks, designs, know-how or any other industrial right to any Amplifier product or service now or in the future, and any such rights shall remain the property of Amplifier.

SECTION 5. LICENSE

5.1. Trademark License. During the term of this MSA, Client hereby grants to Amplifier a limited, revocable, non-exclusive license to use any and all of the trademarks, logos, or artwork owned by or licensed to Client (collectively referred to as the "Licensed Marks") solely in conjunction with the performance of Amplifier's obligations under this MSA.

5.2. Trademark Representation and Warranty. Client represents and warrants to Amplifier that it is authorized to grant the aforementioned trademark licenses and that it shall fully indemnify and hold Amplifier and its affiliates harmless against any and all claims by a third party alleging a violation of such third party's intellectual property or other proprietary rights in connection with Amplifier's use of the Licensed Marks pursuant to the trademark license in this Section or this MSA or any Schedule or Exhibit. The indemnification granted under this Section 5.2 expressly includes indemnification with respect to reasonable attorneys' fees and any and all expenses and costs incurred or amounts paid in settlement or in satisfaction of any judgment or award.

SECTION 6. RELATIONSHIP OF THE PARTIES

6.1. Independent Contractors. The relationship created under this MSA between Amplifier and Client shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken by either party which could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this MSA or any Schedule or Exhibit. Neither Amplifier nor Client shall have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

6.2 Subcontractors. Client acknowledges and agrees that Amplifier may subcontract with other individuals and businesses for the Services required to be performed by Amplifier pursuant to this MSA. The use of subcontractors will not release Amplifier from any responsibility to perform under this MSA, and Amplifier remains liable for its subcontractors' compliance with all provisions of this MSA.

SECTION 7. INDEMNIFICATION AND LIMITATIONS ON LIABILITY; GOVERNMENT ACTIONS

7.1. Indemnification. Subject to the limitations specified in this Section 7, Client shall indemnify, hold harmless and defend Amplifier and each person or entity that is a stockholder, officer, director, partner, employee, affiliate or agent of Amplifier from and against any and all losses, claims, actions, damages, liabilities, whether joint or several, expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in settlement (each, a "Claim"), incurred or suffered by any such person or asserted by any federal, state, or local governmental or regulatory body arising out of or in connection with: (i) Client's failure to comply with any applicable laws, regulations or requirements of the Federal Trade Commission, the Food and Drug Administration or any other local, state or federal agency which might have jurisdiction over Client's products or sales transactions, (ii) Client's obligations or dealings with or to any third party, agent or customer of Client, (iii) any Claim that the products provided to Amplifier under this MSA infringe any intellectual property right of a third party, or (iv) any Claim relating to the products provided to Amplifier under this MSA (A) involving a product liability or similar claim or (B) resulting from alleged defects or other problems with such products. To qualify for the defense and indemnification rights set forth above, Amplifier must (i) give Client notice of the relevant Claim; (ii) cooperate with the Client in the defense of such Claim; and (iii) give Client the right to control the defense and settlement of any such Claim. Amplifier may participate in the defense with counsel of its choice at its own expense.

7.2. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT WILL AMPLIFIER'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS MSA EXCEED THE SUM OF ALL AMOUNTS ACTUALLY PAID TO AMPLIFIER BY CLIENT UNDER THIS MSA DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF TWO OR MORE CLAIMS OR SUITS WILL NOT ENLARGE THIS LIMIT. CLIENT AGREES 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 THIS MSA MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR BE FOREVER BARRED.

7.3. Government Actions. Client hereby agrees to promptly provide Amplifier copies of all complaints or inquiries received by it from any governmental agency that in any way relate to or have a potential effect on the Services provided hereunder. In the event Amplifier

is required, as a result of any such action, to change the manner in which it does business in any material respect, Amplifier shall negotiate in good faith with Client to amend all applicable sections and provisions of this MSA to respond to and reflect the requirements of such government directive. If such negotiation is unsuccessful after a reasonable amount of time, then this MSA and the availability of such Services shall terminate as soon as practicable. Amplifier hereby agrees that it will promptly forward to Client copies of all written complaints or written inquiries addressed to Amplifier from any governmental agency in any way relating to or having a potential effect on the Services provided hereunder.

SECTION 8. RECORDS

Both parties will maintain complete and accurate books of account, records and other documents with respect to this MSA and any Schedule or Exhibit ("Books and Records"). Such Books and Records shall be kept by both parties for a minimum of one year following the expiration or termination of this MSA. The Books and Records shall be available for inspection and copying by any qualified representative or agent of a party or its affiliates, at the sole expense of that party, subject to the following terms and conditions: (a) such examination take place at the principal place of business or the location where the Books and Records are regularly maintained, during normal business hours and only to the extent necessary to verify inventory levels and payment amounts; (b) the party demanding the audit shall provide the other party at least seven days' written notice prior to any such examination; (c) both parties shall keep each party's Confidential Information disclosed to it during the examination confidential in accordance with each party's obligations set forth in Section 11 below; and (d) a party may not conduct more than two such inspections during any twelve-month period during the term of this MSA.

SECTION 9. MARKETING MATERIALS

Both parties agree to act as a customer reference for the other in regard to the subject matter of this MSA during the term hereof. Client hereby grants Amplifier the right to use Client's name and logo on Amplifier's website and for other marketing materials.

SECTION 10. REPRESENTATIONS, WARRANTIES, AND COVENANTS

10.1 By Amplifier. Amplifier represents, warrants, and covenants that:

(a) Amplifier has full authority to enter into this MSA, and the person signing on behalf of Amplifier is authorized to sign on Amplifier's behalf;

(b) Amplifier is a duly organized and validly existing corporation, and has the full right to enter into this MSA and to perform its obligations as stated herein; and

(c) The execution, delivery, and performance of this MSA does not violate any provisions of its certificate of incorporation, any other contract to which Amplifier or its assets is bound, or any laws or regulations applicable to Amplifier's business.

10.2 By Client. Client represents, warrants, and covenants that:

(a) Client has full authority to enter into this MSA, and the person sign-

ing on behalf of Client is authorized to sign on Client's behalf;

(b) Client is a duly organized and validly existing corporation, limited liability company or other entity, and has the full right to enter into this MSA and to perform its obligations as stated herein; and

(c) The execution, delivery, and performance of this MSA does not violate any provisions of its governing documents, any other contract to which Client or its assets is bound, or any laws or regulations applicable to Client's business.

10.3. Warranties. All warranties provided in this MSA are in lieu of all other warranties. Except as expressly set forth in this MSA, each party makes no warranties, express, implied, or statutory and specifically disclaims any warranty of merchantability or fitness for a particular purpose.

SECTION 11. CONFIDENTIALITY

11.1. General. As used herein, "Confidential Information" means (i) the terms and provisions of this MSA and any related documents delivered concurrently herewith, and (ii) all computer hardware, all software, all data, reports, analyses, compilations, studies, interpretations, forecasts, records and other materials (in whatever form maintained, whether documentary, computer storage or otherwise) that contain or otherwise reflect information concerning Client, Amplifier, any of their respective subsidiaries or affiliates, or any portion thereof, that one party or its Agents may provide to the Receiving Party or its Agents in connection with this MSA ("Provided Information"), together with all data, reports, analyses, compilations, studies, interpretations, forecasts, records or (iii) other materials (in whatever form maintained, whether documentary, computer storage or otherwise) prepared by the Disclosing Party receiving Provided Information or its Agents that contain or otherwise reflect or are based upon, in whole or in part, any Provided Information or that reflect the review of, interest in, or evaluation of all or any portion of the transactions contemplated by this MSA and any related documents delivered concurrently herewith ("Derived Information"). As used herein, "Agents" means, collectively, the respective directors, employees, controlling persons or attorneys of Client or Amplifier. As used herein, the term "person" shall be broadly interpreted to include, without limitation, any corporation, partnership, trust or individual; the term "Receiving Party" shall mean the person receiving Provided Information; and the term "Disclosing Party" shall mean the person providing Provided Information.

11.2. Acknowledgment. Client and Amplifier hereby acknowledge and agree that all Confidential Information shall be kept confidential and shall not, without the prior written consent of the Disclosing Party, be disclosed by the Receiving Party in any manner whatsoever, in whole or in part, other than to the Disclosing Party's Agents, and shall not be used, directly or indirectly, for any purpose other than in connection with this MSA. Moreover, Client and Amplifier agree to reveal Confidential Information only to their Agents if and to the extent that such Agents (i) have a strict need to know such Confidential Information for the purpose of the Receiving Party satisfying its obligations under this MSA and (ii) are informed of the confidential nature of the Confidential Information. Client and Amplifier shall each be responsible for any breach of this MSA by their respective Agents (including Agents who, subsequent to the first date of disclosure of Confidential Information hereunder, become former Agents). Moreover, Client

and Amplifier shall take all reasonably necessary measures to restrain their respective Agents (and former Agents) from unauthorized disclosure or use of the Confidential Information.

11.3. Exceptions. Notwithstanding anything in this MSA to the contrary, Confidential Information shall not include any information which:

- (a) at the time of disclosure to the Receiving Party is generally available to and known by the public (other than as a result of any disclosure made directly or indirectly or other action or inaction by the Receiving Party);
- (b) becomes publicly available in the future (other than as a result of a disclosure made directly or indirectly or other action or inaction by the Receiving Party);
- (c) was available to the Receiving Party or its Agents on a non-confidential basis from a source other than the Disclosing Party or any of its subsidiaries or affiliates or any of their respective Agents providing such information (provided that to the Receiving Party's knowledge, such source was not bound to maintain the confidentiality of such information); or
- (d) has been independently acquired or developed by the Receiving Party without violating any of its obligations under this MSA.

In the event that a party or any of such party's Agents become legally compelled to disclose any of the Confidential Information of the other party, that party or person under the legal compulsion (the "Compelled Party") from whom such information is being sought shall, unless prohibited by law, provide the party to whom such Confidential Information belongs with prompt prior written notice of such requirement so that it may seek a protective order or other appropriate remedy, or both, or waive compliance with the terms of this MSA. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, the Compelled Party agrees to furnish only such portion of the Confidential Information that the Compelled Party is advised by written opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information. Notwithstanding the foregoing, to the extent required under applicable state and federal securities laws, either party may file this MSA as an exhibit with federal and state securities filings, provided that each party shall use its best efforts to obtain confidential treatment of the portions of this MSA that contain Confidential Information. In this regard, the party making such filing shall obtain the prior written consent of the other party, which consent shall not be unreasonably withheld.

11.4. Use of Confidential Information. Each party shall be subject to the obligations under this Section 11 until the expiration of three years following the termination of this MSA. Other than as specifically provided in this MSA, neither party shall duplicate the Disclosing Party's Confidential Information for any purpose other than for the performance of its obligations under this MSA and for the benefit of the Disclosing Party or use the Disclosing Party's Confidential Information for any reason or purpose other than as expressly permitted in this MSA.

11.5. Return of Confidential Information. Upon termination of this MSA or if either party so requests, the Receiving Party shall return to

the Disclosing Party or destroy all copies of the Confidential Information in its possession and the possession of its Agents and will destroy all copies of any Derived Information; provided, however, that this MSA will continue to apply to the Confidential Information and/or Derived Information contained or reflected in such copies.

11.6. Remedies. The Parties agree that Client and Amplifier would be irreparably injured by a breach of this MSA by the other party or its Agents and that the other party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 11. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 11 by either party or their Agents, but shall be in addition to all other remedies available at law or in equity.

SECTION 12. GENERAL PROVISIONS

12.1. Governing Law. The MSA and the relationship between Client and Amplifier shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. All disputes arising out of or relating to this Agreement may only be brought in the state or federal courts located in Travis County, Texas, and the parties hereby agree and submit to the personal and exclusive jurisdiction and venue of these courts.

12.2. Headings. The section headings in the MSA are for convenience only and have no legal or contractual effect, and shall not be interpretive of the content of such section.

12.3. Waiver. No failure or delay by either party to enforce or take advantage of any provision or right under this MSA shall constitute a subsequent waiver of that provision or right, nor shall it be deemed to be a waiver of any of the other terms and conditions of this MSA.

12.4. Disputes. The prevailing party in any legal action arising out of or related to this MSA shall be entitled, in addition to any other rights and remedies it may have, to reimbursement of expenses incurred in such action, including court costs and reasonable attorneys' fees.

12.5. Severability. In the event that any provision of this MSA is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the MSA.

12.6. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this MSA if the delay or failure arises by reason of any Act of God, or any governmental body, natural disasters, or other reason beyond the reasonable control of such party.

12.7. Notices. Any notices or communications under the MSA shall be by in writing and shall be deemed delivered upon hand delivery, upon acknowledged Telex or facsimile communication, or three days after deposit in the United States mail, postage prepaid, by certified and registered mail, return receipt requested, addressed to the parties (i) in the case of Amplifier, at the address set forth on the first page of this MSA and (ii) in the case of Client, at the address set forth on the signature page to this MSA.

12.8. Entire Agreement. This MSA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties.

12.9. Assignment. This MSA and any Schedule or Exhibit will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Client may not assign this MSA or any Schedule or Exhibit (including without limitation, by merger, operation of law or otherwise) without the prior written consent of Amplifier.

12.10. Amendment and Waiver. No modification or amendment of this MSA, or waiver of rights under this MSA, will be effective unless in writing signed by an authorized representative of Amplifier and Client. No course of dealing between or among any persons having any interest in this MSA or any Schedule or Exhibit will be deemed

effective to modify or amend any part of this MSA or any Schedule or Exhibit or any rights or obligations of any person under or by reason of this MSA or any Schedule or Exhibit.

12.11. Counterparts. This MSA may be signed in any number of counterparts, including facsimile counterparts, each of which will be deemed to be an original, and all of which together will constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this MSA as of the Effective Date by their duly authorized representatives.

CLIENT NAME:	COPERNICA, INC. D/B/A AMPLIFIER
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Address 1:
Address 2:
City, State Zip:

schedule 1. fulfillment and customer-support services agreement

THIS WAREHOUSING AND FULFILLMENT SERVICES AGREEMENT (this "Agreement") is made as of _____, 2007 (the "Effective Date"), by and between Copernica Inc., d/b/a Amplifier ("Amplifier"), a Delaware corporation with offices located at 800 Interchange Blvd., Suite 102, Austin, Texas 78721, and _____ ("Client"). This Agreement is entered into pursuant to, is incorporated by this reference into, and is subject to the additional terms and conditions of the Master Services Agreement entered into between Amplifier and Client as of _____, 200__ (the "MSA").

1. WAREHOUSING AND FULFILLMENT SERVICES

(a) Commencing on the Effective Date, and during the term of the MSA, Amplifier will provide Client with the warehousing and fulfillment services set forth herein ("Warehousing and Fulfillment Services").

(b) Amplifier will provide the Warehousing and Fulfillment Services with respect to the Client Inventory. As used herein, "Client Inventory" is defined as those items, products, and goods owned by Client, or goods for which Client has legal authority to supply, and supplied to Amplifier with the approval of Amplifier for packaging for shipment to Client's customers. Client shall provide Amplifier with sufficient amount of inventory to meet the fulfillment requirements under this MSA. Amplifier shall have no liability to Client or any third party for losses caused directly or indirectly by Client's failure to provide sufficient Inventory.

2. RECEIVING INVENTORY

(a) Receiving Events. Amplifier will receive Client Inventory from Client and Client's vendors that Client intends to ship via Amplifier. Client shall be responsible for any and all costs of shipping the Client Inventory to Amplifier. Within a commercially reasonable period of time after delivery at Amplifier's main warehouse address, Amplifier shall receive the Client Inventory and shall store it in Amplifier's warehouse.

(b) Standard Rate. Client agrees to pay Amplifier the greater of either (i) the Receiving Event Minimum as defined in Exhibit A to the MSA or (ii) the Receiving Rate as defined in Exhibit A to the MSA multiplied by the number of staff hours required to receive Client Inventory.

(c) Inventory Inspection. In the course of providing the Services, Amplifier will make reasonable efforts to inspect Client Inventory received from Client. Both parties acknowledge, and agree to hold out to any and all third parties, that Amplifier will not be able to know of or ascertain any defects in the Client Inventory, and therefore will not be held liable for costs incurred by Client resulting from the defective inventory.

3. INVENTORY STORAGE

(a) Suitability of Storage. Client stipulates that Amplifier's current facility at 800 Interchange, Suite 102, Austin, Texas 78721 is suitable for storage of Client Inventory. Client is aware that Amplifier's facility is not climate controlled and furthermore Client agrees not to hold Amplifier liable for any effect on Client Inventory related to environmental conditions in Amplifier's facility.

(b) Risk of loss. Amplifier shall be responsible for all risk of physical loss of the Client Inventory commencing upon signed receipt of the Client Inventory by Amplifier at a warehouse facility designated in writing by Amplifier and until such time as that Client Inventory is delivered

to a third party carrier at such warehouse facility. Client waives its right to recover damages from Amplifier for any loss of use of the Client Inventory or loss of income therefrom.

(c) Risk of damage. Risk of damage to Client Inventory shall pass to Amplifier upon signed receipt of the Client Inventory by Amplifier at a warehouse facility designated in writing by Amplifier, with the following exceptions: (i.) Amplifier is not liable for damage to Client Inventory caused by Client or its representatives; and (ii.) Amplifier is not liable for damage to Client Inventory caused by a third party carrier.

(d) Maximum Liability for Loss/Damage. In any event, the maximum liability for Amplifier for loss or damage of any Client Inventory shall be the lower of (i) Client's replacement cost for such Client Inventory at current prices or (ii) the fully depreciated fair market value (taking into account, among other things, condition and salability) of such Client Inventory prior to such loss or damage, less (in the case of (i) and (ii) for damaged Client Inventory) the salvage value of such damaged Client Inventory.

(e) Insurance. Amplifier shall obtain sufficient coverage to insure against any such loss or damage of Client Inventory and shall provide proof of same to Client upon two day's written notice. If Amplifier must obtain specific insurance with respect to hazardous materials requirements or other issues specific to Client Inventory, then Amplifier may pass these associated costs onto Client.

(f) Title. At no time will title to any of Client's Inventory be deemed to pass to Amplifier.

(g) Storage Rate. Amplifier will assess storage fees at the Storage Rate as defined in Exhibit A to the MSA for Client Inventory, including partial pallets and shelved inventory, stored or housed by Amplifier. The layout and method of storage of Client Inventory will be set up at Amplifier's sole discretion to facilitate the Warehousing and Fulfillment Services described herein.

(h) Special Storage Requirements. If either Client or a governmental or regulatory body imposes special restrictions regarding the storage of certain Client Inventory, Client agrees that Amplifier may increase its Standard Storage Rate with respect to such Client Inventory.

(i) Physical counts. From time to time, at intervals occurring no more than once per Client's tax year, and with at least four weeks advance written notice, Client or its representative may conduct a count of inventory stored at Amplifier's warehouse. Amplifier will execute a physical count of inventory once a year. If Client requests more than one physical count in a year, Client agrees to pay the Warehouse Hourly Rate as defined in Exhibit A to the MSA for such count.

4. SHIPPING

(a) Shipping service. Subject to the terms and conditions of this Agreement, Amplifier will fulfill orders on behalf of Client and agrees to use commercially reasonable methods and efforts to fulfill such orders, and to do so within a commercially reasonable period of time.

(b) Order conveyance. Client or Client's representative will maintain the Client's e-commerce system for taking orders from end customers and will be responsible for timely delivering and conveying to Amplifier the data necessary for the processing and fulfillment of order shipments. From time to time, Amplifier will supply Client with the specifications for the manner, timing, and format of the delivery and conveyance of order data (the "Order Conveyance Process"). Amplifier will rely on the Client for the accuracy and completeness of order data received from Client through the Order Conveyance Process. If Client alters its e-commerce system such that Amplifier must perform technical services, including, without limitation, programming or database

work, Client agrees to pay Amplifier the Tech Rate as defined in Exhibit A to the MSA for such services. Client also agrees to pay Amplifier at the Technical Hourly Rate for any work that Amplifier must perform with respect to order data that is not in conformance with the Order Conveyance Process. If order data is not in conformance with the Order Conveyance Process, Amplifier will notify Client and allow Client reasonable opportunity to correct such non-conformance and cause the order data to conform to the Order Conveyance Process before Amplifier begins technical services that will result in hourly charges to Client. However, Amplifier's shipping obligations with respect to any Client Inventory ordered pursuant to order data that is not in conformance with the Order Conveyance Process will be suspended until such order data fully conforms with the Order Conveyance Process.

(c) Order Sources. As defined herein, Amplifier will ship orders that arrive via the Order Conveyance Process. If orders require a different form of order transmission data to Amplifier, then setup and additional charges may apply.

(d) Shipping Compliance. As part of this agreement, Amplifier assumes no liability for any compliance issues or errors related to any retailer, reseller, or entity that has specific receiving or delivery requirements. Unless Amplifier has otherwise expressly committed to its preparedness with respect to such compliance requirements in writing under a separate written agreement, Amplifier assumes no liability for any penalties associated with shipping such orders. Such a separate agreement may also call for setup fees, additional fees, and other applicable charges for shipments to such entities. If the compliance requirements for a particular entity change in any respect, then Amplifier will assume no liability for any compliance errors related to this entity until Amplifier has committed in writing under separate agreement to its preparedness with respect to such changes.

(e) Standard Shipments. "Standard Shipments" must conform to the requirements set forth below and are the only shipments that will qualify for the Amp Order Fee as defined in Exhibit A to the MSA. For Standard Shipments (as defined below), Client agrees to pay Amplifier the Amp Order Fees as defined in Exhibit A to the MSA. To qualify as a "Standard Shipment," a shipment must satisfy each of the following requirements:

1) Domestic Address. The ship-to address must be in the domestic United States;

2) Non-hazardous. The shipment will not involve Hazardous Materials shipping regulations in any respect;

3) Make-ready and Assembly. The shipment and its items will require neither Make-ready nor Assembly. In the event that shipments or items require Make-ready or Assembly, Client agrees to pay the Warehouse Rate in Exhibit A for the staff hours required for this work.

4) If Client requests Drop-Ins (defined herein as a single item to be added to each order shipped on behalf of Client), Client agrees to pay Amplifier for this service at the rate specified in Exhibit A.

5) Packing Requirements. The shipment will require only the following contents: (a) the products ordered as described above; (b) kitted items as described above; and (c) a packing slip that will require only the listing of the contents of the order, the order number, and the shipping address and billing address for the order;

6) Shipping Label. These shipments will require only a standard, non-custom shipping label to communicate basic delivery information to the carrier (e.g., UPS); and

7) Additional Requirements. If a shipment requires any additional measures, contents, or handling, then the shipment will not be considered a Standard Shipment and the Amp Order Fee may not apply.

(f) Reshipments. The practices and rates as outlined in this section

apply whether the shipment is the first shipment sent or a reshipment.

(g) Items. If several items are bundled and sold to the end customer as a single product or bundle, each discrete item in the bundle that must be picked or packed will be considered an item. Each discrete item that must be picked or packed will be considered an item for the purposes of this Schedule.

(h) Standard Reports. Amplifier will provide three fulfillment reports on an ongoing basis via the My.Amplifier client portal: Receiving log; Shipping report; and Inventory report

(i) Packaging. Amplifier will provide basic materials required for shipment of products such as stock boxes, packing materials, tape, and generic labels. Any custom packaging or packing supplies will be supplied by Client at its own expense. Further, if Client's products are glass or fragile, or unusually large or heavy, such that Amplifier's standard packaging materials will not suffice, Client agrees to provide and/or pay for the additional packing materials required.

(j.) Service Credits. Amplifier will provide per-item service credits towards shipping fees for any order that is shipped in error provided that such error is solely caused by the negligence of Amplifier. Amplifier will not be obligated to grant service credits in connection with any item of Client Inventory that is damaged or destroyed in shipment or based on the errors or acts of Client's customers. Client will not be charged for reshipments resulting from the negligence of Amplifier.

(k) Shipping and Handling Fees. Client is responsible for setting and collecting shipping and handling fees charged to Client's customers. Client agrees to pay Amplifier for freight service via third-party carriers according to Amplifier Freight Policy for all shipments processed by Amplifier on behalf of Client in association with this agreement as defined in Exhibit A to the MSA.

(l) Client also agrees to pay Amplifier the item-based and order-based surcharges as defined in Exhibit A.

5. ADDING NEW SKUs

When Amplifier adds new SKUs at the request of and on behalf of Client, Client agrees to pay Amplifier the SKU Add Fees as defined in Exhibit A.

6. ADDITIONAL LIMITATIONS ON LIABILITY

In addition to the limitations of Amplifier's liability set forth in the MSA, Amplifier shall not be liable to Client in connection with any order which cannot be filled due in part to circumstances beyond the control of Amplifier, including but not limited to transportation interruptions affecting the supply of Client Inventory, manufacturer or distributor back orders and insufficient Client Inventory or packaging supplies. Amplifier shall also not be liable for defects or quality issues related to the manufacturing and assembly of Client Inventory.

Amplifier shall not be held directly or indirectly liable for (i) any errors or malfeasance of any third party carrier; (ii) any errors or damages resulting from Client's customer providing inaccurate shipping information; or (iii) errors or damages resulting from Amplifier's inability to access sales and order data from Client or any third-party e-commerce provider of Client, unless such inability is the fault of Amplifier.

7. TAX MATTERS

Client acknowledges that it or its agent is solely responsible for iden-

tifying and resolving sales and use tax collection issues for product orders,including the necessity of charging and collecting such taxes.

8.RETURNS HANDLING AND CUSTOMER-SUPPORT SERVICES

Amplifier will provide these services only with respect to orders shipped by Amplifier on behalf of Client.

(a) Returns. Amplifier will receive returns at its warehouse address on behalf of Client. Amplifier will charge the Returns Handling Fee as defined in Exhibit A of the MSA for this service.

(b) Level-1, Web-based Support. These services include handling customer inquiries related to order status, ship status, returns and exchanges, estimated delivery times (when available), and shipping policy. In addition, Amplifier will provide these services only for customer inquiries that originate via an Amplifier-approved Customer-Service web-ticket form.

(c) Client responsibilities. (i.) Client will maintain on Client’s website an active web-ticket form to be routed to Amplifier for the provision of Level-1 Customer-Support Services. Client will be solely responsible for maintaining and controlling such web-ticket form,pursuant to the specifications set by Amplifier and as required to provide such service for Client’s customers.(ii.) Client may,at its option,provide reasonable guidelines to be followed by Amplifier when providing Customer-Support Services.Amplifier shall adopt such commercially reasonable guidelines in a commercially reasonable period of time. (iii.) Client agrees to provide Amplifier with access to e-commerce data and systems pursuant to the specifications set by Amplifier and as required to provide service to Client’s customers.

(d) Hours of Operation. Amplifier will make reasonable efforts to provide these Customer-Support Services from the hours of 9 a.m.to 5p.m. Central Standard Time,Monday through Friday,except national holidays and except as otherwise mutually agreed by both parties.

(e) Back orders. Client agrees to use best efforts to avoid backorders. Amplifier reserves the right to suspend Custsomer-Service support of back orders if Client proves unwilling or unable to control these situations in a commercially reasonable manner.

9.PHONE SUPPORT SERVICES

If Client selects Phone-Support Service in Exhibit A, Client agrees to pay Amplifier Phone-Support fees per minute for all such calls. Client also agrees to pay the monthly minimum for these Phone-Support fees as defined in Exhibit A. If Client does not opt for Phone-Support Service in Exhibit A, these fees do not apply. If Amplifier incurs long-

distance telephone charges through its provision of the Phone-Sup- port Services for Client,Client agrees to reimburse Amplifier for these expenses.

(a) Client responsibilities. If Client chooses to use Amplifier’s phone-based support,Client will provide to Amplifier and maintain an active 8## number to be routed to Amplifier for the provision of Customer-Support Services. Client will be solely responsible for maintaining, paying for,and controlling such 8## number.

(b) Hours of Operation. Amplifier will make reasonable efforts to provide these Customer-Support Services from the hours of 9 a.m. to 5 p.m. Central Standard Time, Monday through Friday, except national holidays and except as otherwise mutually agreed by both parties.

(c) Client acknowledges that Phone-Support Service fees may be sub- ject to sales tax.

(d) Sales support. If Client chooses to use Phone-Support Service,and in the event that Client’s customers place telephone orders via Ampli- fier, Amplifier will process these telephone orders via Client’s ecom- merce store.

10.CONFLICT WITH TERMS OF MSA

In the event of a conflict between the terms of the MSA and this Agreement,the terms of the MSA will control unless this Agreement specifically (and not generally) identifies the conflicting terms in the MSA and explicitly states that such terms will not apply but will be superseded by the relevant provisions of this Agreement.

IN WITNESS WHEREOF,the parties have executed this MSA as of the Effective Date by their duly authorized representatives.

CLIENT NAME:	COPERNICA, INC. D/B/A AMPLIFIER
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibit A: Service Rates

	Rates	Per Metric
Receiving Fee	\$25	hour
Receiving Minimum	\$12.50	event
Storage Fee	\$12.50	pallet/month
SKU Add Fee	\$7.50	SKU
Amp Order Fee ("AOF") per shipment		
first item	\$2.49	item
additional items	\$0.69	item
monthly minimum AOF*	\$750	month
Web-Based Customer-Support Service Fee	included in AOF	item
Returns Handling Fee	same as AOF	returned item
Item-based surcharges (1st free per order)		
Drop-in's	\$0.19	item/order
Order-based surcharges		
International Order Processing Fee	\$2	int'l. shipment
Manual Entry Fee	\$3	order entered
Phone Support Fee (optional)	\$0.88	minute
Phone Support Monthly Minimum	\$300	month
Hourly Service Fees (optional; charged per client request only)		
Tech	\$125	hour
Creative / Design	\$75	hour
Account Mgt. / Project Mgt., YS Support	\$50	hour
Warehouse	\$25	hour

IN WITNESS WHEREOF, the parties have executed this MSA as of the Effective Date by their duly authorized representatives.

Phone-Support Service Selected (circle one below)
Yes No

CLIENT NAME:	COPERNICA, INC. D/B/A AMPLIFIER
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: