



ARS PROJECT CONTRACT

This document, when countersigned below, shall constitute the Agreement ('Agreement') between *The Extreme Group, Inc.*, and Named company in the Event Details Section ('Client'), for which *The Extreme Group, Inc.* shall deliver Audience Response Services, as described in the Scope of Work attached hereto as Exhibit A ("Services"). Terms and conditions of the Agreement are as follows:

Payment.

As compensation for the Services described above, 'Client' agrees to pay *The Extreme Group, Inc.* total referenced in Event Details section. A deposit of 50% of the price for services listed is due upon signing of this contract. This guarantees availability of services and equipment for the specified date. Payment shall be due net 30 days after receipt of final invoice for all services rendered.

Travel Expenses.

All travel expenses will be provided by the Client; including airfare, mileage, hotel, ground transportation, any parking charges, and miscellaneous gratuities. Hotel rooms shall be single occupancy, non-smoking rooms.

Shipping Expenses.

If any shipping expenses are necessary to meet the Client's needs, The Extreme Group, Inc. will ship all equipment via FedEx. Round trip express shipping of all equipment will be billed on the final invoice to the Client at actual cost. Client may provide The Extreme Group, Inc. with it's FedEx number for shipping purposes.

Terms.

The term of this Agreement will commence as of the date of this Agreement, and will continue through the completed performance by The Extreme Group, Inc. for all services specified in this Agreement.

Termination.

Client may terminate this Agreement, with or without cause, upon 30 days advance, written notice to The Extreme Group, Inc.. If Client terminates Agreement without cause, Client shall have no liability to The Extreme Group, Inc. after the date of termination specified in the notice of termination, with the exception of documented fees earned for services and expenses incurred by

The Extreme Group, Inc. prior to the date of termination. Terminations inside of 30 days shall be subject to a 50% termination fee, plus documented fees earned for services and expenses related to services to be provided to Client and incurred by The Extreme Group, Inc. prior to the date of termination.

Non-waiver.

No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by both parties. No consent by a party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

Indemnification.

(a) Each party (each, in such capacity, the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party and its respective officers, directors, employees and agents (each, in such capacity, an "Indemnified Party"), from and against any claims, actions or demands, including without limitation reasonable legal fees, arising out of or relating to (i) a breach by the Indemnifying Party of this Agreement or of any representation, warranty, covenant or agreement contained herein, or (ii) the provision of any services to an indemnified Party by or on behalf of the Indemnifying Party, including but not limited to claims by a third party alleging the infringement of intellectual property rights.

(b) the Indemnifying Party's obligations under section 7(a) shall only apply if the Indemnified Party notifies the indemnifying Party promptly in writing as to any such claim, action or demand and gives the indemnifying Party the right to control and direct the investigation, preparation, defense, trial and settlement of each such claim, action, or demand. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense and/or settlement of any such claim, action or demand. Notwithstanding the foregoing sentence, the Indemnifying Party shall not settle any claim, action or demand without the written consent of the Indemnified Party, such consent not to be unreasonably withheld.

(c) With exception to claims arising from the breach of confidentiality, gross negligence, willful misconduct, and infringement indemnification neither party shall be liable to the other for any special, indirect, incidental, consequential or exemplary damages, including, but not limited to, lost profits, even if the parties have knowledge of the possibility of such damages.

Partial Invalidity.

If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

Confidentiality.

Each party will keep the specific terms of this Agreement confidential and not disclose them to any third party (other than attorneys and accountants) without the other party's prior written consent, except as required by law. In addition, in connection with the negotiation and performance of this Agreement, a party (the "Receiving Party") may receive Information of the other party (the "Disclosing Party") that is confidential and proprietary in nature, including without

limitation confidential or proprietary information about the party's products and services and the results of the audience response services ("Confidential Information"). The Receiving Party agrees that, during the term of this Agreement and thereafter, it will keep the Confidential Information in strictest confidence and, in addition, protect such Confidential Information by no less stringent security measures as it takes to protect its own Confidential information. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement. The term "Confidential information" shall not include any material designed for public viewing or any information which is or becomes generally available to the public without breach of this Agreement, is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, becomes available from a third party not in breach of any obligations of confidentiality, is independently developed by the Receiving Party, or is required by law to be disclosed. The parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this section would cause irreparable injury to the Disclosing Party; therefore, in the event any party breaches or threatens to breach the provisions of this section, the other party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting bond.

Equipment Loss.

Audience Response Keypads which are lost, stolen or damaged during the event will be billed to the Client at \$90 per keypad. The Extreme Group, Inc. will notify the Client immediately after the event of any loss and give the Client a 7 day grace period to retrieve and return the lost keypad(s). An invoice shall be sent after the grace period if the keypad(s) has (have) not been returned to The Extreme Group, Inc..

Deliverables.

The Extreme Group, Inc. agrees to provide Client, in accordance with the terms and conditions of this Agreement and within fourteen (14) business days after the presentation, with a report including a copy of the audience response presentation, the statistics and results from all Audience Response Services ("Deliverables"). The parties agree that the Deliverables, insofar as they constitute works of authorship and contributions to works of authorship, shall be deemed works specially ordered and commissioned by Client and "works made for hire" under the United States copyright laws (17 USC. §§ 101 et seq.). If for any reason the Deliverables, or any part of them, cannot as a matter of law constitute "works made for hire" under the United States copyright laws, The Extreme Group, Inc. hereby assigns and agrees to assign the entire copyright therein (and all rights compromising amid copyright) to Client. Any publication of the data, be it paper or electronic, should contain the tag line: "Data collected and presented by *The Extreme Group, Inc.* www.theextremegroup.com".

Event Pricing
Audience Response Services

Company: MyRegion.org
Event City: Orlando, FL
Participants: 1000
EventDays: 1

<u>ArriveDate:</u> 05/28/08	<u>Event Start Date:</u> 5/29/2008	<u>Event End Date:</u> 05/29/08	<u>DepartDate:</u> 05/29/08
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1	Event fee and 10 hours of consultative design services. Primary & Back-up computers, ARS Software
1000	RF - Wireless Keypads
2	Data Collection Receivers
2	ARS Specialist & Per Diem
	<u>Other Equipment:</u> To Include Folsom Switcher

	Sub-Total:	\$10,240.00
	Travel Cost:	
	Total Price:	\$10,240.00

Note: \$0 Travel Expenses signify no estimate at this time

Please sign this Agreement and return the original to us. A fully executed copy shall be sent to you upon your request.

Client (Print) _____

Client (Sign) _____

Date _____

The Extreme Group, Inc.

The Extreme Group, Inc. _____
John S. Collins, President

Date _____

Exhibit A
Scope of Work/ Deliverables

Extreme Consultation, 'An Extreme Event', and Extreme Results

1. Consultative Services

The Extreme Group, Inc. will provide our '**Extreme Consultation**' services to help Client explore opportunities to use audience response in a manner consistent with the desired meeting outcome. This will include pre-event consultative services, joint question development as well as interactive design recommendations. Through this process we will provide you with analysis of the interactive questions as well as assistance and advice on best practices and usage of the audience response services. You will be contracted by an Event Coordinator who will work with you on conference calls, content and logistics. Please submit all backgrounds and logos in .jpg form to: kcollins@theextremegroup.com.

2. On-site Services

The Extreme Group, Inc. will provide all equipment and staff to execute '**An Extreme Event**' at the designated ARS sessions. The ARS specialist will be available prior to the meeting for any set-up and rehearsals needed and if you would like to make modifications to the questions, it can be done during this time. The Extreme Group, Inc. will accept full responsibility for the transport, installation, operation and removal of all audience response equipment.

3. Deliverables and Post-Session Evaluations

The Extreme Group, Inc. will deliver your **Extreme Results** in accordance with the terms and conditions of this Agreement and within fourteen (14) business days after the presentation. A report including a copy of the audience response presentation, the statistics and results from all Audience Response Services in the form of an Excel spreadsheet.