



## AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between Morrison and Abraham, Inc., ("M&A"), located at 322 North Main Street, Suite 6, Randolph, Massachusetts and \_\_\_\_\_ located at \_\_\_\_\_ ("Client ").

### 1. TERM

This Agreement shall be effective beginning \_\_\_\_\_, 2009, and shall continue for twelve (12) months.

### 2. DESCRIPTION OF THE SERVICE

M&A agrees to provide the Client with a user name and password to access the exclusive library of information online at [www.morrisonandabraham.com](http://www.morrisonandabraham.com), including but not limited to 1) Company profiles created within a six month period 2) Idea Starters for business development 3) Dialing for Dollars Questions 3) Current & archived lead publications, Sellers Source and Trends Tracker. M&A reserves the right to change site content without prior notice.

### 3. MEMBER ACCOUNT, PASSWORD AND SECURITY

Within forty-eight (48) hours of receiving the signed Agreement, M&A will assign a user name and password to Client. Client understands the user name & password are for use at one station/location only. Client is solely responsible for maintaining the confidentiality of user name and password. Client agrees to: (a) immediately notify M&A of any unauthorized use of any password or account or any other breach of security; and (b) ensure that users exit from its account at the end of each session. M&A cannot and will not be liable for any loss or damage arising from its failure to comply with this paragraph. Any unauthorized use will be considered a breach of this Agreement.

### 4. FEE FOR SERVICE

Client agrees to pay M&A a monthly fee of \$200.00. Invoices will be delivered to Client electronically and are due and payable within fifteen 15 days. M&A reserves the right to suspend access to the web site in the event Client is in arrears.

### 5. CONFIDENTIALITY

During and after the term of this Agreement, Client shall keep secret and never intentionally, negligently or otherwise furnish or make accessible to any other party any information or intellectual property furnished by M&A for the purpose of this Agreement. Without limiting the foregoing, Client agrees not to sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Client agrees that, if it should violate or not comply with these provisions, M&A may enforce these provisions by injunction as well as by an action for damages, it being agreed that the M&A would have no adequate remedy at law for such violation or noncompliance.

### 6. INDEMNITY

Client agrees to indemnify and hold M&A, and its subsidiaries, affiliates, officers, agents, other partners, and employees harmless from and against damages, expenses or liability, including reasonable attorneys' fees, resulting from or arising out of any breach of this Agreement, any misuse of the Service, or violation of the rights of another, by Client, any user or anyone under the control of Client.

## 7. LIMITATION OF LIABILITY

M&A will use best efforts to provide accurate information at the time a Company Profile is posted, however M&A makes no warranty that the Service will meet Client's requirements, that the Service will be uninterrupted, timely, secure, or error-free, or that Client will obtain any specific results from the use of the Service. Client expressly understands and agrees that M&A shall not be liable for any direct, indirect or consequential damages, including without limitation loss of profits, goodwill, or other intangible losses, resulting from Client's use or the inability to use the Service.

## 8. TERMINATION

Either party may terminate this Agreement with thirty (30) days prior written notification. Client agrees that M&A, in its sole discretion, may terminate or suspend Client's use of the Service if Client fails to observe or perform any of its obligations under this Agreement.

## 9. GENERAL INFORMATION

This Agreement constitutes the entire agreement between M&A and Client with respect to Client's use of the Service. Any amendment or modification of this Agreement must be in writing and signed by both parties. This Agreement may not be assigned by Client without the express written consent of M&A.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. Venue for all purposes shall be Norfolk County, Massachusetts. Failure of M&A to enforce any right or provision of this Agreement shall not constitute a waiver of any subsequent breach of such right or provision. If any portion or provision of this Agreement shall be deemed invalid or unenforceable by any court to any extent, such invalidity or unenforceability shall not affect any other portion or provision of this Agreement, which shall be valid and enforceable to the fullest extent permitted by law. Said court shall limit such invalid or unenforceable portion or provision, if possible, so as to construe it as valid. Paragraph headings used herein have been inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

**MORRISON AND ABRAHAM, INC:**

**CLIENT:**

\_\_\_\_\_  
Susan Novicki, President

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

