

**EVOLVE INC. MONTH-TO-MONTH
SOFTWARE HOSTING AGREEMENT**

PLEASE FAX to 1-813 464-3227

This Software Hosting Agreement (the "Agreement") is entered into and effective as of _____ (the "Effective Date") between EVOLVE TECHNOLOGIES, INC. ("EVOLVE"), a Florida corporation, P.O. Box 1470, New Port Richey, FL 34656 and _____ ("CLIENT"), a _____, with reference to the facts set forth in the Recitals below.

Recitals

A. EVOLVE markets computer software products and services for the creation, management, delivery and tracking of web-based training content, courses and participants.

B. Pursuant to that certain Order Form between the parties executed as of the Effective Date (the " Order Form"), EVOLVE is providing a Hosting training domain service for CLIENT.

C. As part of this service, EVOLVE will host and maintain the training domain on servers owned and/or operated by EVOLVE, and EVOLVE desires to provide such hosting and maintenance services, on the terms and conditions contained herein.

1. DEFINITIONS

1.1. "CLIENT Data" means all information entered into the Hosting System by CLIENT in the course of its authorized use of the Hosting System and stored on the Host Server for access by the Hosting System and retrieval by CLIENT.

1.2. "Host Server" means the server provided by EVOLVE or its agent through which CLIENT accesses the Hosting System, identified by a URL and one or more accounts and passwords to be established by CLIENT.

1.3. "Hosting System" means the computer software in object code form owned or provided by EVOLVE for which CLIENT has License Rights granted pursuant to this Agreement, updates and upgrades to the Hosting System, and online documentation.

1.4. "Intellectual Property Rights" means inventions, patent applications, patents, design rights, utility models, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

1.5. "Order Form(s)" means the documentation, including telephonic and online transactions, by which CLIENT orders Hosting System license subscriptions and Services, as may be agreed to by the parties from time to time.

1.6. "Services" means the Hosting System services consisting of non-exclusive electronic access to the Host Server to store CLIENT data and make Host Server available on demand by CLIENT via the Internet as more specifically identified herein.

2. USE OF HOSTING SYSTEM

2.1 License Subscription Rights Granted

A. EVOLVE hereby grants CLIENT a non-exclusive, non-transferable, worldwide right to use the Hosting System, subject to the terms and conditions of this Agreement for the creation, management and tracking of CLIENT content for internal use and for use by third party CLIENTs. CLIENT shall have no right to (i) act as a reseller or distributor of the Hosting System or Services, or as a service bureau for the Hosting System or Services; (ii) use the Hosting System to create, manage or track any third party content on behalf of third parties; or (iii) use the Hosting System in any other way that is in competition with EVOLVE TECHNOLOGIES. All rights not expressly granted to CLIENT are reserved by EVOLVE TECHNOLOGIES.

B. CLIENT agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Hosting System.

C. EVOLVE and the Hosting System developer retain all title, copyright, Intellectual Property Rights and other proprietary rights in the Hosting System. CLIENT does not acquire any rights, express or implied, in the Hosting System, other than those specified in the Agreement. CLIENT agrees that it will not use the Hosting System for sharing inappropriate materials, including without limitation materials containing viruses or other harmful code; unsolicited mail (spam); copyrighted materials to which CLIENT does not have appropriate rights; pornography or other adult materials offensive to community standards; harassing, tortious, or defamatory materials; or other materials prohibited by applicable international, federal, state, or local laws and regulations. CLIENT agrees to fully comply with all federal, state, and local privacy laws in connection with use of the Hosting System and Services.

2.2 Intellectual Property Ownership. EVOLVE (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the EVOLVE technology, the content (excluding CLIENT Data) and the Services. In the event CLIENT provides any suggestions, ideas, enhancement requests, or feedback ("Feedback") to EVOLVE with respect to the Services, CLIENT agrees that EVOLVE may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any EVOLVE product or service. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services, the EVOLVE technology or the Intellectual Property Rights owned by EVOLVE TECHNOLOGIES. The EVOLVE name, the EVOLVE logo, and the product names associated with the Services are trademarks of EVOLVE or third parties, and no right or license is granted to use them.

2.3. Verification. EVOLVE shall have the right to audit use of the Hosting System by CLIENT electronically at any time.

3. SERVICES

3.1. Hosting Services. EVOLVE will provide CLIENT with access to the online Hosting System selected in the Service Order(s) and will provide for the storage and retrieval of CLIENT Data in connection with use of the Hosting System. CLIENT is responsible for obtaining access to the Internet using software and hardware that meet EVOLVE minimum requirements, including security requirements.

3.2. Access. CLIENT users may include CLIENT employees and CLIENTs. CLIENT is responsible for the confidentiality and use of account names and passwords. EVOLVE will deem any communication, data transfer, or use of the Hosting System received under CLIENT account names and passwords to be for CLIENT's benefit and use. CLIENT agrees to notify EVOLVE if account names or passwords are lost, stolen, or being used in an unauthorized manner. CLIENT represents and warrants that it has the rights to all CLIENT Data, including the right to upload CLIENT Data to the Host Server in connection with its authorized use of the Hosting System. CLIENT agrees that the CLIENT Data and its use do not infringe the rights of any third party and agrees to indemnify and hold EVOLVE harmless from any third-party claims of infringement under the same terms and conditions as set forth below in Section 5.5. This infringement indemnity states the entire and exclusive obligation of CLIENT regarding any claim of infringement or breach of this Section 3.2. For avoidance of doubt, CLIENT's liability under this Section is subject to the limitations of liability set forth in Section 5.5.

3.3. Data Security. When required, CLIENT agrees to access the Hosting System and to store and retrieve data using third party programs, including specifically Internet "browser" programs, that support data security protocols compatible with those specified by EVOLVE. EVOLVE agrees to back-up and maintain the security of CLIENT Data using industry-standard back-up tools and data security protocols, and other methods reasonably deemed to be adequate for secure business data and to notify CLIENT in the event of a breach of security involving CLIENT Data.

3.4. Ownership of Data and License. CLIENT shall retain ownership of all CLIENT Data stored or retrieved in connection with use of the Hosting System, which data shall be subject to the confidentiality provisions set forth below. CLIENT agrees that back-up or archival of CLIENT Data is not an infringement of any intellectual property rights of CLIENT or any third party. CLIENT agrees that it will not store data on the Host Server that is subject to the rights of any third parties without first obtaining all required authorizations and rights in writing from such third parties.

4. TERM AND TERMINATION

4.1. Term. CLIENT's rights to use the Hosting System and Services shall remain in effect for an initial one (1) month ("Initial Term"). Thereafter, the term shall automatically renew for additional one (1) month terms ("Renewal Terms") unless either party gives thirty (30) days advance written notice prior to the end of the Initial Term or any Renewal Term of its intention to terminate the Agreement as described in section 4.2.

4.2. Termination. After the Initial Term, either party may terminate this Agreement for or without reason by providing thirty (30) days written notice to the other. EVOLVE may suspend all services if CLIENT commits a material breach that remains uncured after five (5) days written notice specifying the nature of the breach and identifying the measures required to correct the breach. Notwithstanding the foregoing, EVOLVE may terminate this Agreement and access to the Hosting System for non-payment of fees upon five (5) days notice, at which time fees for the current term shall be due and payable in full.

4.3. Effect of Termination. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve CLIENT's obligation to pay all fees that have accrued or are otherwise owed by CLIENT under any Order Form or under this Agreement. Upon termination of this Agreement, and so long as CLIENT has paid all fees then owing under the Agreement, EVOLVE shall allow CLIENT limited access to the Hosting System for fifteen (15) days to allow CLIENT to retrieve any CLIENT Data stored on the Host Server, following which access to the Hosting System and all Services shall be terminated. Limited access during this period shall allow CLIENT only to (i) view and retrieve CLIENT Data; and (ii) complete pending transactions; but shall not include Support Services for the Hosting System or access to their functionality. Upon termination, other than for breach on the part of EVOLVE under Section 4.2 or 4.3 above, all unpaid fees related to the initial term or any renewal term shall be due and payable in full immediately. Upon termination, EVOLVE shall refund to CLIENT any and all fees paid in advance as such fees relate to any unused periods (based on a monthly pro-rata basis).

5. INDEMNITY, WARRANTIES, REMEDIES

5.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT OR INFORMATION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EVOLVE DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICES OR THE HOST SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT AND INFORMATION IS PROVIDED STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.2. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EVOLVE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

5.3 Representations and Warranties. EVOLVE represents and warrants that: (a) Hosting System and Services will perform in conformity with its documentation, manuals, and specifications, (b) to its knowledge, there are no suits or proceedings pending or threatened which allege any infringement of any third party intellectual property rights, and (c) it has the valid right to grant to CLIENT all rights to the Hosting System and Services as granted herein.

5.4. Limitation of Liability. EXCEPT FOR LIABILITY UNDER SECTION 5.5 (INFRINGEMENT INDEMNITY), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. CLIENT Indemnity. CLIENT shall indemnify and defend EVOLVE against all costs, including but not limited to reasonable attorney's fees, and losses arising out of any action by a third party against EVOLVE arising directly or indirectly out of or incidental to (i) the breach by CLIENT of any of its obligations or covenants hereunder; (ii) the content, disclosure and distribution of any CLIENT Data; or (iii) an alleged infringement by CLIENT Data of a third party's intellectual property right(s).

5.6. Exclusive Remedies. For any breach of the warranties contained in Section 5, CLIENT's exclusive remedy, and EVOLVE's entire liability, shall be:

A. For Hosting System: The correction of Hosting Program errors that caused breach of the warranty. Any error not reported to EVOLVE by CLIENT within sixty (60) days of its discovery will be deemed waived and accepted by CLIENT.

B. For all other Services: The performance of the Services, provided that CLIENT notifies EVOLVE in writing of any defects in the Services within ninety (90) days of their performance.

6. PAYMENT PROVISIONS

6.1. Payment. The subscription fee for the License and Services for the Initial Term shall be payable in advance in a lump sum prior to commencement of the Services. Payment of the monthly subscription fee shall be in accordance with the applicable Order Form(s).

6.2. Additional Data Transfer. Monthly data transfers above that specified in the Order Form(s) are billed in two-gigabyte (2GB) increments. Each 2GB increment is an additional \$300/month.

6.3 Billing Additional Data Transfer above that specified in the Order Form(s) during the Initial Term will be billed monthly. Monthly billing after the Initial Term will include the recurring monthly base subscription fee specified in the Order Form(s), any recurring fees for optional services specified in the Order Form(s) and any Additional Data Transfer as per 6.2. EVOLVE reserves the right to alter pricing for any and all services at the conclusion of eleven (11) consecutive Renewal Terms following the Initial Term, or at the conclusion of any subsequent twelve (12) month period, with thirty (30) days advance written notice to CLIENT prior to making the change.

6.4. Credit Card Authorization. CLIENT hereby authorizes EVOLVE to charge any and all amounts due under the Agreement and applicable Order Form(s) to the credit card provided in the initial Order Form(s) or another credit card if provided by CLIENT to EVOLVE TECHNOLOGIES. This includes both one time and periodic fees

as they become due. In the event EVOLVE is unable to collect from this credit card any sums due, CLIENT agrees to pay such sums, together with any costs incurred by EVOLVE in collecting such sums, including reasonable attorneys' fees, and interest at the lower of 1.5% per month or the highest rate permitted by law. In any fee dispute or other dispute, prior to exercising any dispute resolution process associated with a credit card, CLIENT and EVOLVE shall follow the steps of dispute resolution set forth in Section 7.2 below.

6.5. Taxes. The fees listed in this Agreement do not include taxes; if EVOLVE is required to pay sales, use, property, value-added, withholding, excise or other taxes, duties, or governmental charges or Services provided under the Agreement or on CLIENT's use of Hosting System or Services, then such taxes, duties, or governmental charges shall be billed to and paid by CLIENT. If EVOLVE is found to be responsible for the withholding and payment of taxes on behalf of CLIENT, CLIENT agrees to indemnify EVOLVE with respect to the full amount of taxes due together with applicable interest and penalties. If CLIENT is required to withhold any tax from any payment, then the amount of the payment will be automatically increased to totally offset such tax so that the amount remitted to EVOLVE TECHNOLOGIES, net of all taxes, equals the amount invoiced or otherwise due. This Section shall not apply to taxes based on EVOLVE TECHNOLOGIES's net income.

6.6. Marketing and Branding. During the term of this Agreement, EVOLVE may refer to CLIENT as an EVOLVE CLIENT, orally and in writing.

7. GENERAL TERMS

7.1. Nondisclosure. By virtue of the Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Hosting System, the terms and pricing under this Agreement, and all information clearly identified as confidential (either orally or in writing).

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

The parties agree to hold each other's Confidential Information in confidence during the term of the Agreement and for a period of two years after termination of the Agreement. In addition, the receiving party will not use, or permit others to use, Confidential Information for any purpose other than as set forth in this Agreement.

In the event that either party is requested or required for the purposes of legal, administrative, or arbitration to disclose any Confidential Information, the party receiving such disclosure request will provide the other party with immediate written notice of any such request or requirement so that such party may seek an appropriate protective order or other relief.

7.2. Governing Law and Dispute Resolution. The Agreement, and all matters arising out of or relating to the Agreement, shall be governed by the laws of the State of Florida, without giving effect to principles regarding conflicts of laws. Any controversy or claim arising out of or relating to the Agreement, or breach thereof, shall be submitted to the following procedure: (a) direct negotiation in a settlement conference to be scheduled as soon as possible after the dispute arises; (b) if no resolution is reached within sixty (60) days of the settlement conference, the parties will submit the dispute to non-binding mediation in Pasco County, Florida under the mediation rules of the American Arbitration Association; (c) if no settlement is reached within sixty (60) days of the start of mediation, either party may seek legal redress in the state or federal courts of Pasco County, Florida.

7.3. Notice. CLIENT agrees to make reasonable efforts to notify EVOLVE of any changes to CLIENT's business address, business contact, and support contact within ten (10) days of any change thereto. All notices required or permitted hereunder shall be given in writing or as specifically set forth in the applicable section of this Agreement. To expedite order processing, CLIENT agrees that EVOLVE may treat documents emailed or faxed by CLIENT to EVOLVE TECHNOLOGIES, including documents generated by online transactions, as original documents; nevertheless, either party may require the other to exchange original signed documents to evidence an order for Hosting System or for Services.

7.4. Other Terms. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force. The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. All rights and licenses granted to CLIENT in this Agreement shall apply to CLIENT's subsidiaries provided CLIENT remains fully liable for the acts and any omissions of its subsidiaries under this Agreement. This Agreement

constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. CLIENT may not assign this Agreement or any rights or obligations hereunder without the prior written consent of EVOLVE TECHNOLOGIES, which consent shall not be unreasonably withheld or delayed; any such assignment without prior consent shall be null and void. Notwithstanding the foregoing, CLIENT may assign this Agreement to any entity who acquires (by merger, acquisition, or otherwise) all or substantially all of the business assets of CLIENT applicable to the subject matter of this Agreement. It is expressly agreed that the terms of this Agreement shall supersede the terms in any CLIENT Order Form or other ordering document.

Executed as of the Effective Date set forth above.

Evolve Technologies, Inc:

Name: _____

Title: _____

Signature: _____

CLIENT:

Name: _____

Title: _____

Signature: _____

EVOLVE PORTAL CONFIGURATION SHEET PLEASE FAX to 1-813 464-3227

| Required | Description | Information Needed |
|-----------------|--|---------------------------|
| Yes | Business Contact Name | |
| Yes | Business Contact Phone Number | |
| Yes | Business Contact E-mail Address | |
| No | Technical Contact Name | |
| No | Technical Contact Phone Number | |
| No | Technical Contact E-mail Address | |
| Yes | User Name for initial user account (initial password will be e-mailed to Business Contact E-mail Address) | |
| Yes | E-mail Address to which end-users can send inquiries (i.e. support@yourdomain.com) | |
| Yes | From Address for e-mail notifications (When an e-mail notification is sent from Portal, this e-mail address will appear in the From field.) | |