



# RidgeStar Service Agreement

This Service Agreement between "RidgeStar" (a division of North Ridge Software, Inc.) and "Client" (identified at the bottom of this document) is entered into on the date specified below by Client.

For and in consideration of the mutual benefits to be derived herefrom, it is agreed by and between the parties as follows:

1. Client wishes RidgeStar to create and/or provide one or more "Services" (an activity performed or provided by RidgeStar personnel for Client), as indicated by verbal or written instructions from Client to RidgeStar; and
2. RidgeStar agrees to provide to Client the Services requested by the Client, provided the Services are properly requested, fees associated with the Services are paid in a timely fashion, and the performance of the Services will not, in RidgeStar's opinion, constitute a violation of any applicable local, city, state, federal law or RidgeStar ethical policy; and
3. Client agrees to pay RidgeStar for Services according to the then current RidgeStar Service fee schedule within 30 days of receipt of a properly prepared invoice from RidgeStar. Unpaid invoices shall be assessed a late payment charge equivalent to 1.5% of the invoice amount per month (the late payment fee may not exceed applicable local, city, state, or federal laws to the contrary); and
4. Client agrees that Client's identity (name, company name, address, and business phone) is public information that can be provided, upon request, by RidgeStar to any inquiring individual

The result of the Services (RidgeStar originated Web Pages, graphic images, etc.) performed for Client by RidgeStar shall remain the property of RidgeStar. Items that are the result of solicitations done by RidgeStar via the Internet on behalf of Client shall be the property of the Client.

In the event that either party to this Agreement terminates operation and no successor organization is identified that accepts the responsibilities of the party, the items prepared as a result of this Agreement will become the property of the surviving party (if the surviving party desires it).

**Term:** This Agreement shall be effective from the date listed below under **Client** and shall terminate when either party provides the other with a 30 day termination notification, in writing. Services that have already been completed by RidgeStar will be paid in full by Client, whether any related duration has expired or not.

**Warranty:** Client warrants that it has the right to publish any materials, concepts, graphics or programs that may be provided to RidgeStar for inclusion in Services provided to Client. Client will indemnify RidgeStar and hold RidgeStar harmless from and against any loss, cost, liability or expense (including reasonable attorney's fees) arising out of any breach or claimed breach of this warranty. In addition to holding RidgeStar harmless and defending it against infringement arising out of the publication of Client's material, Client shall indemnify RidgeStar against any claim of infringement of

copyright, trademark, patent, trade secret or other third party proprietary rights related to the Client's published information.

RidgeStar will perform the requested Services in a professional manner, conforming to generally accepted practices within the Computer Services industry. RidgeStar makes no other warranties, expressed or implied, relating to its services. In no event shall RidgeStar be liable to Client for lost profits, consequential, special, incidental, indirect or punitive damages of any kind whatsoever, regardless of the basis of the claim, whether in contract, tort, strict liability or other legal or equitable theory whether or not RidgeStar has been advised of the possibility of such damages.

**Confidential and Proprietary:** Any information identified as "Confidential" or "Proprietary" provided by either party to the other shall be deemed to be confidential and is not to be disclosed unless the receiving party is instructed to do so by the disclosing party. Client recognizes that any information published by RidgeStar at Client's request via the Internet will be treated as **non-Confidential** by RidgeStar.

**Notices:** All notices and other communications provided for herein shall be sent or delivered by first class mail to the address of record for each party to the Agreement, as included in this Agreement, or as subsequently updated via written notice from one party to the other.

**Legal Rights:** The following legal issues identify general conditions associated with this Agreement. The titles of each section of this Agreement are cosmetic and should not be interpreted as having legal purposes or meaning.

**Applicable Law:** The validity of this Agreement and the rights, obligations, and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Washington, USA. If any provision of this Agreement is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions of this Agreement shall otherwise remain in full force and effect.

RidgeStar participates in BBB CARE, a mediation/arbitration program administered by the Better Business Bureau serving Oregon and Western Washington. Any dispute arising out of this contract will be submitted to binding arbitration managed by BBB CARE.

**Assignment:** This Agreement may be assigned by either party to a third party or successor organization with simple written notice to the other party to this Agreement.

**Modifications:** This Agreement supersedes any prior agreements or understandings between the parties for all and any RidgeStar Services. This Agreement may not be changed or terminated orally by or on behalf of either party. Any modifications or changes hereto must be in writing and fully executed in a manner and style consistent with this Agreement.

**Execution:** The undersigned acknowledge that they have read the foregoing, understand the contents hereof, and agree to be bound by its terms and conditions:

	Client
Name:	
Company:	
Address:	
City, State Zip:	
Telephone:	
Email:	
Signed	
Date:	

	RidgeStar
Name:	
Company:	RidgeStar, a division of North Ridge Software, Inc.
Address:	1305 11 <sup>th</sup> Street, Suite 302
City, State Zip:	Bellingham, WA 98225-7016
Telephone:	(360) 676-5999
Email:	
Signed	
Date:	