



Non-profit Organization E-Commerce Promotional Agreement

This E-Commerce Promotional Agreement made this _____ day of _____,
_____ between ArcByte, Inc. (the First Party), whose address is:

P.O. Box 1048
Martinsburg, WV 25402

and _____, the Second Party, whose address is:

Whereas, the First Party provides electronic media services, and more particularly provides Internet service access to subscribers, and desires to increase the number of its subscribers, and,

Whereas, the Second Party is a non-profit organization that desires to obtain contributors for its purposes and activities, and,

Whereas, the First Party desires to contribute a certain portion of its subscription fees for new subscribers solicited by the Second Party in recognition of the efforts of the Second Party,

Now, therefore, in consideration of the mutual promises and considerations recited below, the parties agree as follows:

1. The First Party shall pay to the Second Party five percent (5%) of the subscription fees for any new clients solicited and obtained by the Second Party for as long as this agreement continues. Such payment shall be made on a quarterly basis for any quarter in which the balance owed to the Second Party exceeds \$50.00. Otherwise, the First Party shall not be obligated to make payment of such balance owed until the cumulative balance exceeds \$50.00. The Second Party shall not be entitled to any compensation for already existing subscribers of the First Party.
2. The First Party is authorized to disclose to any other person its association with the Second Party and any revenues it has generated for the Second Party as a result thereof.
3. Each Party agrees that the other Party may link to any Internet web site which they sponsor or operate in order to facilitate the provisions of this Agreement.
4. The Second Party acknowledges that it is a non-profit organization and it shall provide proof of such status in the form of its certificate of organization from its state's Secretary of State's Office or its letter of 501(c)(3) status from the Internal Revenue Service.

5. Either party may enter into similar agreements with any other parties without restriction or limitation by virtue of this Agreement.
6. This Agreement does not establish a partnership, agency, or any other business relationship between the Parties. Furthermore, neither the Second Party nor its employees or agents may be considered or treated or represent themselves as agents, employees, or acting as representative of the First Party.
7. Each Party agrees that it may use the trademarks, trade dress, copyrights, and related intellectual property belonging to the other Party as necessary to accomplish the provisions of this Agreement.
8. The Parties agree that in the event that a dispute arises between them concerning the provisions of this Agreement, that they shall seek resolution of that Agreement by way of arbitration pursuant to the rules of the American Arbitration Association.
9. The Second Party acknowledges that it cannot make any warranties or any representations concerning the services offered by the First Party or any performance related to those services. To the extent that the First Party makes such representation or warranty, it will hold harmless and indemnify the Second Party from any damages or liability that may result therefrom, including the reasonable costs and attorneys fees, and to defend any action resulting from such a claim.
10. In the event of a breach of contract, the provisions of this contract terminate immediately and all such amounts due and owing to the Second Party shall be forfeited as liquidated damages. First Party has the right to terminated this agreement at any time upon two (2) weeks written notice to the Second Party for any reason whatsoever.
11. This Agreement is made subject to all federal, state, and municipal laws and regulations that may apply.
12. This Agreement is not assignable or transferable.
13. This Agreement shall be governed by the laws of the State of West Virginia.
14. This Agreement constitutes the entire agreement between the Parties.
15. This Agreement cannot be changed or modified except by the express written acknowledgement of the Parties.

First Party, ArcByte, Inc.

By _____

its _____

Date _____

Second Party,

By _____

its _____

Date _____