

ORIGINAL

B2GNOW SOFTWARE SERVICE AGREEMENT

THIS SOFTWARE SERVICE AGREEMENT ("Agreement") is entered into as of the date the Agreement is executed by all the parties (the "Effective Date"), between AskReply, Inc. d/b/a B2Gnow, an Arizona corporation of Phoenix, Arizona ("B2Gnow" or "Contractor"), and the City Colleges of Chicago ("Customer"). In consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

1 DEFINITIONS

"Agreement" means this Software Service Agreement and the attached Investment Proposal and/or Statement of Work.

"B2Gnow Technology" means all of B2Gnow's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by B2Gnow in providing the Service.

"Confidential Information" means any and all trade secrets, proprietary or confidential information, in whatever form, that are owned by a party and/or reasonably considered by it to be confidential, that a party has disclosed to the other party prior to the Effective Date, or that a party may disclose to the other party on or after the Effective Date. Confidential Information includes, without limitation, the object and source code to the System, as defined below. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information which was already in the receiving party's possession as a matter of record prior to the Effective Date and not disclosed to the receiving party by the other party to this Agreement; (b) information that is independently developed by the receiving party before disclosure by the disclosing party as a matter of record; (c) information that is obtained from a third party who, insofar as is known to the receiving party, is not prohibited from transmitting the information to the receiving party by a contractual, legal or fiduciary obligation, whether explicit or customary, to the disclosing party; and (d) information which is or which becomes generally available to the public other than as a result of disclosure by the receiving party.

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service.

"Deliverable(s)" means any software code or other work product developed by B2Gnow in connection with the Professional Services and provided to Customer pursuant to the requirements of the Agreement

"Derivative Work" has the meaning as defined in the Copyright Act, 17 U.S.C. § 101 (2000).

"Documentation" means the standard user manual or other documentation or explanatory material related to the System, as described in the Investment Proposal or Statement of Work attached as an exhibit to this Agreement, and any subsequent versions thereof which Customer may receive from B2Gnow.

"Intellectual Property Rights" means all intellectual property rights protected by law throughout the world, including all copyrights, copyright registrations and applications, trademark rights (including trade dress), trademark registrations and applications, patent rights (including the right to apply therefore), patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, industrial property rights, inventions (whether or not patentable), together with all utility and design, know-how, specifications, trade names, mask-work rights, trade secrets, moral rights, author's rights, algorithms, rights in packaging, goodwill, and other intellectual and industrial property rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction.

"Statement of Work" means the document identified and attached as Exhibit A to this Agreement and that (a) specifically refers to this Agreement; and (b) defines additional rights and obligations of the parties with respect to the System, Documentation, or Professional Services. In the event of a conflict between the provisions of this Agreement and the provisions of the Statement of Work, the provisions of this Agreement will control.

"Professional Services" means any services performed as part of the implementation and activation of the System for the Customer.

"Service" means the specific modules of B2Gnow's online hosted diversity management system and related services identified on the Investment Proposal, developed, operated, and maintained by B2Gnow, accessible via <http://www.mwdbe.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by B2Gnow, to which you are being granted access under this Agreement, including the B2Gnow Technology and Content.

"System" means the computer software programs to be delivered to the Customer via the Internet pursuant to the Agreement.

2 LICENSE GRANTS AND RESTRICTIONS.

2.1 Subject to the terms of this Agreement, B2Gnow hereby grants to Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by B2Gnow.

2.2 Except as expressly set forth in this Agreement, or any Investment Proposal or Statement of Work, Customer may not:

- (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover, in any way, any source code, programming, algorithms, design structure, interoperability interfaces, concepts, construction methods underlying ideas, or file formats of the Service, for any purpose, (ii) remove any identification markings, including but not limited to

- logos, copyright notices, and trademarks, from the Service, or (iii) make any modification, enhancement, or Derivative Work of the Service, or incorporate the Service, or any portion thereof, into or with any other software;
- (ii) copy, sell, lease, sublease, give, loan, assign, distribute or transfer in any manner or form, in whole or in part, the Service; or
 - (iii) use the Service to develop or distribute any software product that competes in the marketplace with the System; or
 - (iv) sell, lease, sublease, give, loan, assign, distribute or transfer in any manner or form, in whole or in part, any Documentation or accompanying materials, electronic or written, to any third party.

Notwithstanding the foregoing, Customer may make copies of the Documentation, containing all legends, trademarks, trade names, copyright notices and other identifications associated with the original, to the extent reasonably necessary to permit access to and use of the Documentation by Customer's employees.

2.3 Except as specifically set forth in this Agreement, Customer acknowledges that this Agreement does not grant Customer any use or rights to the Service, including, but not limited to, any rights to the source code for the Service.

2.4 Customer acknowledges that B2Gnow has, and will from time to time create, license, evaluate, or implement other computer software programs that may be based upon or related to the System or Deliverables and that those other programs are not licensed to Customer under this Agreement except as specifically set forth in the Agreement or the Statement of Work.

2.5 Except as specifically set forth in the Agreement or the Investment Proposal or Statement of Work, Customer acknowledges that B2Gnow has no responsibility for providing Customer with any services, support, product upgrades or other enhancements for or in connection with, and that B2Gnow is under no obligation to create any product upgrades or enhancements to, the Service.

3 FEES AND PAYMENTS

3.1 In consideration of the rights granted and services provided to Customer under this Agreement, Customer will pay B2Gnow the annual service fee and other fees (the "Fees") in the manner and amounts set forth in the Investment Proposal and attached to this Agreement as Exhibit A, which payments will be nonrefundable and irrevocable except as otherwise provided in Sections 4 or 7.2. Unless otherwise set forth in the Investment Proposal or Statement of Work, the Fees are due and payable in full, thirty (30) days of Customer's receipt of B2Gnow's invoice.

3.2 The amounts due to B2Gnow under this Agreement do not include taxes, duties, or similar fees. If B2Gnow is required to pay (a) sales, use, property, value-added, withholding or other taxes, (b) any customs or other duties, or (c) any import, warehouse or other fees, directly associated with the importation or delivery based on the licenses granted or services performed under this Agreement or on Customer's use of the Service or the Professional Services, then such duties or fees will be billed to and paid by Customer. If necessary to exercise Customer's tax exemption, Customer will provide B2Gnow its tax ID number and a copy of its tax exemption. Customer shall have no obligation for taxes B2Gnow may incur in its normal course of business, not directly related to work under this Agreement, including but not limited to payroll taxes, property taxes, and income taxes.

3.3 All past due invoices will accrue interest at the lesser of (a) one and one-half percent (1 1/2%) per month, or (b) the maximum rate permitted by applicable law, in each case, from the date due until fully paid, plus all expenses of collection.

3.4 Any purchase order issued by Customer is for Customer's convenience only and, notwithstanding B2Gnow's acceptance of the purchase order, will not change or add to the terms and conditions of this Agreement.

3.5 Customer will permit B2Gnow, once per year, to audit Customer's use of the Service, at reasonable times and with reasonable notice, for the purpose of verifying Customer's adherence to the terms and conditions of this Agreement. Any audit requested by B2Gnow will be conducted during Customer's regular business hours, will comply with Customer's normal security procedures, and will not unreasonably interfere with Customer's business operations. All out-of-pocket costs associated with an audit will be paid by B2Gnow, unless the audit reveals that Customer has violated the terms and restrictions of the licenses granted in this Agreement, in which case all costs of audit will be paid by Customer, in addition to, without limitation, any other courses of remedy arising from such violations.

4 WARRANTIES AND DISCLAIMERS

4.1 B2Gnow warrants to Customer that during the term of this Agreement, the System will perform as outlined in B2Gnow's product specification documents (user manuals and documentation available online) and this Agreement and Statement of Work. In case of conflict between these documents, this Agreement shall govern. The warranty does not cover any programs that have been altered in any way by any party other than B2Gnow or its authorized subcontractors. B2Gnow is not responsible for problems caused by the operating characteristics, whether themselves out-of-specification or not, of Customer's computer hardware, software, operating systems, or computer systems, the quality of the Customer's Internet connection to the System, nor for problems in the interaction of the System with non-B2Gnow software. If notified in writing by Customer during the warranty period, B2Gnow will, at its sole option, either (i) correct significant program errors in the System within a reasonable time, not to exceed seven (7) calendar days; or (ii) accept return of the System and Documentation and refund any unused Fees paid by Customer to B2Gnow under the Agreement.

4.2 B2Gnow warrants to Customer that the Professional Services set forth in the Agreement, including the Investment Proposal or Statement of Work, will be performed in a professional manner, consistent with generally accepted industry standards. The sole and exclusive remedy for a breach of the limited warranty set forth in this Section 4.2 shall be to require B2Gnow to use commercially reasonable efforts to perform the Professional Services as soon as is reasonably practicable, but in no event, later than thirty (30) days

from the date Customer notifies B2Gnow of such breach. In the event B2Gnow is unable, after receiving a warranty breach notice under this Section 4.2, to perform the Professional Services to the Customer's reasonable satisfaction within the thirty (30) day period, Customer may terminate the Agreement and withhold payment to or receive a refund or credit from B2Gnow for the value of such services, in no case to exceed the aggregate amounts paid out to B2Gnow by Customer in the twelve months immediately preceding notification of such claim delivered to B2Gnow by Customer.

4.3 B2Gnow does NOT warrant that the operation of the System and its associated data and/or information will meet the Customer's requirements or that the operation of the System and its associated data and/or information will be uninterrupted or error-free. The Customer is responsible for the accuracy and usability of all data that Customer entered into the system, including but not limited to Customer specific reports. CUSTOMER ASSUMES ENTIRE RISK AS IT APPLIES TO THE QUALITY AND PERFORMANCE OF THE DATA AND/OR INFORMATION WHICH IS SUPPLIED AND/OR INPUT INTO THE SYSTEM BY THE CUSTOMER. SHOULD THE SYSTEM AND ITS ASSOCIATED DATA AND/OR INFORMATION PROVE DEFECTIVE DUE TO DATA INPUT BY THE CUSTOMER, THE CUSTOMER (AND NOT B2Gnow) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING REPAIR OR CORRECTION.

4.4 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, OR SATISFACTORY QUALITY REGARDLESS OF WHETHER IMPOSED BY CONTRACT, STATUTE, COURSE OF DEALING, CUSTOM OR USAGE OR OTHERWISE.

5 LIMITATION OF LIABILITY

5.1 Notwithstanding any provision in this agreement to the contrary, B2Gnow will not be responsible for and will bear no liability for any damages arising from any use of the Service, or any stoppages, slowdowns, performance problems or other problems that are the result of the Internet, the Customer's telecommunications or internet access providers or Customer's computer equipment failures. EXCEPT FOR INTENTIONAL MISCONDUCT OR A VIOLATION OF SECTIONS 6, 7 OR 8 OF THIS AGREEMENT, FOR WHICH THERE ARE NO LIMITS, IN NO EVENT WILL EITHER PARTY BE LIABLE OR OBLIGATED UNDER THIS AGREEMENT FOR NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (A) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE FEES PAID TO B2Gnow UNDER THE STATEMENT OF WORK UNDER WHICH SUCH LIABILITY AROSE, OR (B) FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SERVICE OR PROFESSIONAL SERVICES, EVEN IF OTHER PARTY HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY.

6 INDEMNIFICATION

6.1 B2Gnow will defend Customer in any third party suit or cause of action for (i) bodily injury or death arising out of or relating to the performance by B2Gnow of the Services hereunder and resulting from the negligence or willful misconduct of B2Gnow, and (ii) damages to real or tangible personal property caused by the negligence or willful misconduct of B2Gnow except that the foregoing part (i) and (ii) shall apply only to the extent that the same arises out of the direct physical actions of B2Gnow and shall not apply to any claim to the extent based upon an error or omission in the Services B2Gnow will pay damages assessed, including reasonable attorneys' fees and settlement amounts, against Customer in any such suit or cause of action, provided that, (i) B2Gnow is promptly notified in writing of such suit or cause of action, (ii) to the extent permitted by law, Customer gives B2Gnow control over any negotiations or defense and Customer assists B2Gnow as reasonably required by B2Gnow; provided, however, B2Gnow obtains Customer's written consent prior to settling a claim that requires payment by Customer or other affirmative act; and (iii) Customer takes all reasonable steps to mitigate any potential damages that may result.

7 PATENT INDEMNIFICATION AND COPYRIGHT

7.1 B2Gnow agrees to indemnify and hold Customer harmless from any final award of costs (including, but not limited to, court costs and reasonable attorneys' fees) and damages against Customer in any action alleging that the Customer's use of the System infringes upon any U.S. patent issued as of the Effective Date or any copyright, provided that (a) Customer promptly notifies B2Gnow in writing no later than seven (7) days after Customer's notice of any potential claim, (b) Customer permits B2Gnow to defend, compromise or settle the claim; provided, however, that B2Gnow obtains Customer's written consent prior to settling a claim that requires the payment by Customer or other affirmative act; and (c) Customer gives B2Gnow all available information, reasonable assistance, and authority to enable B2Gnow to do so.

7.2 If the System or any portion of the System becomes, or in B2Gnow's opinion is likely to become subject to any claim of infringement, B2Gnow will either, at its sole option, (a) procure for Customer the right to continue exercising its rights under this Agreement with respect to the System; or (b) replace or modify the System to make it non-infringing, or if, neither (a) nor (b) are, in B2Gnow's sole discretion, commercially feasible, terminate the licenses to the System granted under the Agreement and refund any unused Fees paid by Customer to B2Gnow under the Agreement.

7.3 Notwithstanding the foregoing, B2Gnow will have no liability for any claim of infringement based upon, and Customer will to the extent allowed by law, indemnify and hold B2Gnow harmless from any costs (including, but not limited to, court costs and reasonable attorneys' fees) and damages against any infringement claim for Customer's (a) use of a superseded or altered release of

the Service if the infringement would have been avoided by the use of a current unaltered release of the Service that B2Gnow provided to Customer; or (b) use of the Service which has been modified pursuant to Customer's specific request; (c) use of the Service (i) other than in accordance with the terms and conditions set forth in this Agreement; (ii) other than under normal use as set forth in the Documentation; or (iii) in combination with other software or equipment not provided by B2Gnow if such infringement would not have occurred without such use or combination; or (d) continuing the allegedly infringing activity after notice.

8 INSURANCE

8.1 Insurance Coverage. B2Gnow must procure and maintain, at its own expense, for as long as the Agreement is in effect, the insurance coverages set forth below. B2Gnow shall provide Client with certificates evidencing such coverage.

(a) Commercial General Liability

Coverage	Limit
General Aggregate Products Liability/Completed	\$2,000,000.00
Oper. Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

(b) Workers' Compensation and Employer's Liability

Coverage	Limit
Workers' Compensation Statutory Employer's Liability	\$ 500,000.00
Each Accident	
Per Employee - Disease	\$ 500,000.00
Annual Aggregate - Disease	\$ 500,000.00

(c) Automobile Liability

Coverage	Limit
Bodily Injury and Property Damage	\$1,000,000.00
Combined - Occurrence	
Uninsured/Underinsured Motorist - Occurrence	\$1,000,000.00

This Policy must provide coverage for all owned, non-owned, and hired autos.

(d) Technology E&O \$1,000,000.00

8.2 Additional Requirements. All insurance companies must be rated A-VIII or better by the A. M. Best Company. B2Gnow's assumption of liability is independent from, and not limited in any manner by, the B2Gnow's insurance coverage obtained pursuant to this Agreement, or otherwise. All amounts owed by B2Gnow to the Client as a result of the liability provisions of the Agreement shall be paid on demand. Policies should be written on an occurrence basis with the exception of professional liability coverage. All policies must amend the other insurance clause to be Primary and Non Contributory.

9 TRADE SECRETS AND CONFIDENTIAL INFORMATION

9.1 B2Gnow represents and warrants that B2Gnow and its subcontractors are the owner(s) of all Intellectual Property Rights associated with the Service and except as set forth in this Agreement, B2Gnow does not grant any rights to or ownership of the Service to Customer. Customer acknowledges that B2Gnow and its subcontractors retain all right, title and interest in the Service and in all improvements, enhancements, modifications and Derivative Works of the Service including all rights to patent, copyright, trade secret and trademark, regardless of the identity of the creating party.

9.2 Customer agrees that all trademark and intellectual property notices for the Service shall be preserved unmodified. Customer further agrees to take reasonable steps to ensure that unauthorized persons will not have access to any of the Service and that all authorized persons having access will refrain from any disclosure, duplication or reproduction of the Service except to the extent permitted under this Agreement or to the extent required by law or court order.

9.3 Customer agrees not to challenge, directly or indirectly, any right or interest of B2Gnow and its subcontractors in the Service nor the validity or enforceability of B2Gnow's rights under applicable law. Customer agrees not to directly or indirectly register, apply for registration or attempt to acquire any legal protection for, or any proprietary rights in, Service or to take any other action which may adversely affect B2Gnow's rights or interest in the Service in any jurisdiction.

9.4 Customer agrees to notify B2Gnow immediately and in writing of all circumstances, of which Customer is aware, surrounding the unauthorized possession or use of the Service by any person or entity. Customer agrees to cooperate as reasonably necessary with B2Gnow, at B2Gnow's expense, in any litigation relating to or arising from such unauthorized possession or use.

9.5 All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep the information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to the receiving party or the Confidential Information, (b) as appropriate to respond to any summons or subpoena or in connection with any litigation and (c) to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. The provisions of this Section 9.5 will survive the termination of this Agreement. The Parties agree that in the event a party breaches its obligations under this Section 9.5, the non-breaching party may (a) immediately terminate this Agreement without further liability; (b) bring an appropriate legal action to enjoin any such breach of this Agreement without the need to obtain a bond or other security; and (c) recover from the breaching party reasonable attorneys' fees and costs in addition to other appropriate relief.

a.p.z.

10 TRADEMARKS

10.1 Customer acknowledges B2Gnow's ownership of the trademark "B2Gnow," certain System names, and all related trademarks and service marks, as well as B2Gnow's subcontractors' ownership of their respective trademarks, service marks, and System names, including but not limited to B2Gnow's ownership of the trademarks "B2Gnow" and "B2Gnow Diversity Management System." Except as set forth in the Agreement, Customer further acknowledges that it will acquire no interest in such trademarks and service marks by virtue of this Agreement or the performance by Customer of its duties and obligations under this Agreement. Customer agrees not to use the name "B2Gnow" or any of the System names or marks (or any confusingly similar name or symbol), in whole or in part, as part of Customer's business or trade name.

10.2 B2Gnow acknowledges Customer's ownership of their trademarks/service marks currently in use. Except as set forth in the Agreement, B2Gnow further acknowledges that it will acquire no interest in the Customer's Marks by virtue of this Agreement or the performance by B2Gnow of its duties and obligations under this Agreement. B2Gnow agrees not to use the Customer's Marks (or any confusingly similar name or symbol), for any purpose without the prior written consent of Customer.

10.3 Each party agrees to reasonably cooperate with the other party in permitting the use of its trademarks for marketing and promotional purposes that benefit both parties. Each party must secure written approval to use the other party's trademarks, which approval will not be unreasonably withheld or delayed.

11 EXPORT

11.1 Customer agrees not to, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, the Service, or any technical information about the System, Documentation or any Deliverable, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar United States law or regulation, requires an export license or other United States government approval, unless the appropriate export license or approval has been obtained.

12 TERM AND TERMINATION

12.1 The term of assigned license and authorization to use the System shall be one (1) year from execution of this agreement, and is renewable upon Customer's future license agreement payments and B2Gnow's approval, except in circumstances detailed in the other provisions of this Section.

12.2 Notwithstanding any provision in this Agreement to the contrary, B2Gnow may, at its sole option, terminate this Agreement at any time after the occurrence of any of the following events:

- a. Customer is declared or acknowledges that it is bankrupt or insolvent or otherwise unable to pay its debts as they become due;
- b. Customer assigns or transfers this Agreement or any of its rights or obligations under this Agreement or any Statement of Work, without B2Gnow's prior written approval.

12.3 Customer may terminate this Agreement or any Statement of Work for any reason at any time by providing B2Gnow with ninety (90) days prior written notice.

12.4 Either party may, at its option, terminate this Agreement for a material breach of the provisions set forth in Sections 1 through 15 by the other party after giving the other party written notice, specifically identifying the breach on which termination is based, and (30) days to cure such breach (except for a breach based upon non-payment of any sums due, for which the breaching party will have ten (10) days to cure such breach). If the breach is not cured within the appropriate time period, this Agreement will terminate without further action by either party.

12.5 Either party may, at its option, terminate a Investment Proposal or Statement of Work for a material breach of the terms and conditions set forth in that Investment Proposal or Statement of Work by the other party after giving the other party written notice, specifically identifying the breach on which termination is based, and (30) days to cure such breach (except for a breach based upon

non-payment of any sums due for which the breaching party will have ten (10) days to cure such breach). If the breach is not cured within the appropriate time period, the Investment Proposal or Statement of Work under which the breach arose will terminate without further action by either party. The termination of one Investment Proposal or Statement of Work under this Section 12.4 will not affect the terms and conditions of any other Investment Proposal or Statement of Work.

12.6 Upon termination of this Agreement or an Investment Proposal or Statement of Work, Customer will (a) have ten (10) days to pay B2Gnow all undisputed outstanding fees, charges, payment and expenses then due under this Agreement or Statement of Work, (b) discontinue all use of the applicable System and Documentation, (c) immediately delete the applicable System and Documentation and all copies in any form, including, but not limited to, any back-up or archival copies, from its system files and storage media, and (d) will return to B2Gnow within ten (10) days or destroy all copies of the System and Documentation; and any support or maintenance obligation relating to the applicable System will immediately terminate. At B2Gnow's request, Customer will verify in writing to B2Gnow that the actions set forth in (b), (c), and (d) above have been taken.

12.7 Termination of this Agreement will not relieve Customer from any obligation to pay B2Gnow any amount that has accrued or become payable prior to the termination date.

12.8 The provisions of Sections 5, 6, 7, 9.4 and 9.5 will survive the termination of this Agreement, as will the continuing obligations of the parties under this Section 12.

13 CUSTOMER RESPONSIBILITIES

13.1 Customer is responsible for all activity occurring under Customer accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify B2Gnow immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to B2Gnow immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) not impersonate another B2Gnow user or provide false identity information to gain access to or use the Service.

14 ACCOUNT INFORMATION AND DATA

14.1 B2Gnow does not own any data, information or material that Customer submits to the Service in the course of using the Service ("Customer Data"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and B2Gnow shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer's breach), B2Gnow will make available to Customer a file of the Customer Data within 30 days of termination if Customer so requests at the time of termination. B2Gnow reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and B2Gnow shall have no obligation to maintain or forward any Customer Data.

15 GENERAL PROVISIONS

15.1 This Agreement does not create any relationship of association, employment, partnership, joint venture or agency between the parties. Neither party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other party.

15.2 This Agreement and all documents incorporated into this agreement by reference constitute the entire agreement and understanding between the parties with respect to the subject matter in this Agreement. The Agreement merges all previous discussions and negotiations between the parties and the Agreement supersedes and replaces any and every other agreement, which may have existed between B2Gnow and Customer with respect to the contents of this Agreement.

15.3 Except to the extent and in the manner specified in the Agreement, any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each party and, if required, the approval of the Customer's Board Members.

15.4 The failure of either party to exercise any right granted under this Agreement, or to require the performance by the other party of any provision of this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

15.5 Neither Party may sell, assign nor transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which shall not be withheld unreasonably. ^{15.6} 15.6 The parties agree that no person or entity who is not a party to the Agreement will be deemed to be a third-party beneficiary or entitled to any rights under this Agreement.

15.7 All notices provided for or which may be given in connection with the Agreement shall be in writing and shall be delivered in person, by a nationally recognized overnight courier service, by facsimile (with electronic confirmation to sender) or by registered or certified mail with postage prepaid and return receipt requested.

If to B2Gnow: AskReply, Inc
5025 N. Central Ave., #494

Phoenix, AZ 85012

Attn: Frank Begalke

If to Customer:

or to such other address as either party, by like notice, shall designate. Such notices, if sent by United States mail, shall be deemed to have been given upon three (3) business days after being deposited in the United States mail. Such notices, if sent by facsimile (with electronic confirmation to sender) or nationally recognized overnight courier service, shall be deemed to have been given one (1) day after being sent. Such notices, if delivered in person, shall be deemed to have been given upon receipt by the other party.

15.8 If any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it is determined to be illegal, invalid or unenforceable under such law be deemed null and void, but the Agreement will otherwise remain in full force and effect. Furthermore, it is the intention of the parties that in lieu of such illegal, invalid, or unenforceable provision, there automatically be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to be legal, valid, and enforceable.

15.9 In the event a dispute arises under this Agreement, the prevailing party will be entitled to all reasonable costs and expenses incurred by it in connection with such dispute (including, without limitation, all reasonable attorney's fees and costs incurred before and at any trial, arbitration or other proceeding), as well as all other relief granted in any suit or other proceeding.

15.10 Customer may not publicize or disclose to any third party any of the terms or provisions of this Agreement, or the discussions relating to any of the contents of this Agreement, without the prior written consent of a duly authorized officer of B2Gnow, except as required by law.

15.11 Any disputes or proceedings related or arising out of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Arizona, without giving effect to its rules regarding conflicts of law. The United Nations Convention on the International Sale of Goods is expressly disclaimed. The sole and official language of this Agreement is English. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, that cannot be settled by negotiation between the parties shall be referred on an exclusive basis to a sole arbitrator selected by the parties and shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. The place of arbitration of any controversy shall be Maricopa County, AZ. Each party shall bear its own costs in connection with the arbitration; the cost of the arbitrator and the administration of the arbitration shall be borne in accordance with the directive of the arbitral award.

15.12 This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax will be sufficient to bind the parties to the terms and conditions of this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

B2Gnow/AskReply, Inc.

Signature:

Craig Lynch

Date:

7/22/15

Print Name: Craig Lynch, Chief of Staff

Signature:

Frank Begalke

Date:

8/3/15

Print Name: Frank Begalke

Title: On behalf of Cheryl L. Hyman, Chancellor

Title: Chief Operating Officer

Address:

Address: B2Gnow/AskReply, Inc.

5025 North Central Avenue, #494

Phoenix, Arizona 85012

Telephone:

Telephone: 602-325-9277

Fax:

Fax: 866-892-2913

APPROVED AS TO LEGAL FORM

By:

E. L. Munin

7/16/15

Date

Eugene L. Munin
General Counsel
City Colleges of Chicago

Exhibit A

B2Gnow Proposal for City Colleges of Chicago.pdf



1. System Service Fee (annual)

System Modules

- Vendor Management Module/ Baseline System
- Contracts Module
- Access to the City of Chicago and Cook County Certification Directories

\$4,950 Up to 2,500 total vendors
 \$4,950 Up to 250 active, open contracts
 \$0
 \$9,900 per year

Annual Support & Service

- B2Gnow hosted & managed technology infrastructure
- 24/7 unlimited access to the B2Gnow system
- Unlimited staff accounts in system
- Access to all system upgrades and enhancements

- Phone and email support for staff
- First level email support for vendors
- Up-to-date quick guides, training manuals, online help, & video training
- Unlimited online staff training (as available)

2. Setup (one time)

Module Setup:

- Vendor Management Module/ Baseline System
- Contracts Module

\$0
 \$0
 \$0 one-time

Setup Includes

- Project kick-off & planning session
- Weekly project management calls
- Current process review
- Complete system configuration
- Customized notification templates
- Customized portal
- Access to test system for training & pilot
- Accounts set up for all staff users
- 3 hrs online training (per module)

3. Optional Services & Modules

- Additional Contracts Module Capacity (per 250 contracts)
- Additional System Interfaces - pricing per interface point
- Vendor Registration Module (Annual Service per 1,000 Registered Vendors)
- Data Migration

	One-Time Setup	Annual Fee
	\$0	\$4,950
	\$4,950	\$1,950
	\$4,950	\$4,950
	TBD	\$0

- Data entry of current or historic vendor, contract, or payment data
- Custom report development or enhancements
- Unlimited number of taxes to any tax number in the U.S. (as available throughout)
- Onsite Travel

\$75/hr.
 \$125/hr.
 \$1500/yr.
 At cost

Please reference standard price sheet for additional options.

4. Terms

- Pricing is effective for 30 days from proposal date
- Annual fee is invoiced upon contract start date and annually thereafter
- Set-up is invoiced 50% at project kick-off and 50% upon completion
- Custom work is billed Net 30 upon completion
- Travel and other out-of-pocket expenses are invoiced Net 30 at actual cost

5. Contact

Frank Begalke
 B2Gnow
frank@b2gnow.com
 (602) 325-9277