

NASSGAP WEBSITE CONTRACT FOR SERVICES

This contract, dated September 2004, is between the National Association for State Student Grant and Aid Programs (hereafter referred to as "NASSGAP") and GBPI (hereafter referred to as "Contractor").

RECITALS

NASSGAP desires to have the Contractor complete the redesign NASSGAP's website. The redesign will include the tasks associated with the proposal in Exhibit A. The approximate four-month timeline scenario (the specific months altered to coincide with the actual beginning of the work) and total cost is outlined in Exhibit A.

1. Duties of the Contractor

The Contractor will perform the activities as detailed in Exhibit A of this contract.

2. Duties of the NASSGAP

NASSGAP will do the following:

- i. Provide access to NASSGAP's website data for the purpose of facilitating Contractor's satisfactory and timely completion of this contract.
- ii. Provide the assistance of NASSGAP individuals as designated by the NASSGAP President as reasonably necessary for Contractor to complete this contract.

3. Consideration

NASSGAP will compensate the contractor for the work and amount detailed in Exhibit A. NASSGAP may, by written change order, make reasonable changes within the general scope of this Agreement in drawings, designs, specifications, procedures, quantities, or time or place of delivery; require additional Work; or direct the omission of Work and Contractor shall promptly proceed with the change(s). All change orders will be specifically identified as a change order to this Agreement and will be signed by the NASSGAP Representative as designated by the NASSGAP President. If any such change causes an increase or decrease in the cost of, or the time required for performance of the Work, an equitable adjustment shall be made in the price(s), or delivery date(s), or both; and this Agreement shall be amended in writing accordingly.

4. Changes

- i. If either the Contractor or NASSGAP claims a right to adjustment pursuant to this Section, the Contractor shall prepare and furnish to NASSGAP the time and estimated billable hours necessary to establish the amount of any increase or decrease in the cost of, or the time required for, Work affected by the change order.
- ii. NASSGAP shall be liable to the Contractor for time spent by GBPI in reformulating its proposal which shall be calculated using the Contractor's regular fee schedule.
- iii. NASSGAP technical personnel may from time to time render technical assistance or give advice to, or affect an exchange of information with the Contractor's personnel concerning the Work to be furnished hereunder. Such advice, assistance or exchange of information shall not be deemed to be a change order requiring deviation from the Work described in this Agreement, unless submitted to the contractor in writing pursuant to Subsection 4.

5. Independent Contractor

Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workmen's compensation insurance for its employees.

6. Work Standards

The Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If NASSGAP becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, NASSGAP may request the replacement of any or all such individuals.

7. Contract Confidentiality of State Information

The Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data, therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this contract will not be disclosed to others or discussed with other parties without the prior written consent of NASSGAP.

8. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

NASSGAP agrees to abide by the terms of the NASSGAP End-User License Agreement attached as Exhibit "A," and to require each and every member of NASSGAP to accept the terms of the NASSGAP End-User License Agreement prior to that member's use of the NASSGAP website and/or SOFTWARE PRODUCT found therein.

9. Ownership of Documents and Materials

All Code delivered to NASSGAP hereunder, shall belong exclusively to GBPI.

GBPI hereby grants NASSGAP an irrevocable, nonexclusive, royalty-free, paid-up license to use, execute, reproduce and display the Code. GBPI also hereby grants NASSGAP an irrevocable, nonexclusive, royalty-free, paid-up license to DISTRIBUTE the Code, provided NASSGAP does not sell the CODE for remuneration.

10. Progress Reports

The Contractor will submit progress reports to NASSGAP. The reports will be oral, unless NASSGAP upon receipt of the oral report should deem it necessary to have it in written form. The progress report shall serve the purpose of assuring NASSGAP that work is progressing in line with the schedule and budget, and the completion can be reasonably assured on the scheduled date.

11. Access to Records

The Contractor and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the contract, for inspection by NASSGAP or by any other authorized representation of NASSGAP and copies thereof shall be furnished at the hourly rate of \$55.00/hr, if requested.

12. Assignment

The Contractor shall not assign or subcontract the whole or any part of this contract without NASSGAP's prior written consent, except that the Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of NASSGAP, provided that Contractor gives written notice (including evidence of such assignment) to NASSGAP thirty (30) days in advance of any payment so assigned.

13. Successors and Assignees

The Contractor binds his successors, executors, administrators and assignees to all covenants of this contract. Except as above set forth, the Contractor shall not assign, sublet or transfer its or his interest in this contract without the prior written consent of NASSGAP.

14. Key Person(s)

Both parties have hereinafter designated that the individuals named are essential to the services offered pursuant to this contract; the parties agree that should such individuals no longer be employed during the term of this contract by the Contractor for whatever reason, NASSGAP shall have the right to terminate the contract immediately. Mr. David Chasse, Mr. Jonathan Williams and Ms. Stephanie Cichowski will be the key persons in this contract for the contractor.

15. Force Majeure; Suspension and Termination

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so effected shall immediately give notice to the other party who has been so effected and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be giving written notice terminates this contract.

16. Nondiscrimination

The Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to this hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this convenient may be regarded as a material breach of contract.

17. Price and Payment

17.1 Price

See Exhibit B – GBPI's End-User License Agreement .

17.2 Payment

All payments are exclusive of any tariffs, duties, or taxes imposed or levied by any government or governmental agency. NASSGAP shall be responsible for payment of all such taxes, however designated, levied, or based upon NASSGAP's possession or use of the Code, or in this Agreement, including without limitation, state or local sales, use and personal property taxes.

17.3 NASSGAP shall reimburse GBPI for actual and reasonable travel and living expenses incurred by GBPI employees while performing Work at NASSGAP facilities. Such Work shall be authorized by NASSGAP prior to GBPI incurring any expenses. GBPI shall invoice such authorized travel and living expenses at cost. Copies of all receipts shall accompany any invoice submitted to NASSGAP.

17.4 NASSGAP shall pay to GBPI the applicable amount within fifteen (15) days net after receipt of an invoice in which GBPI has certified that the Work that is the subject of the invoice has been completed in accordance with the requirements of this Agreement.

17.5 The Contractor agrees to execute NASSGAP payment (invoice) forms.

18. Taxes

NASSGAP, as a 501 (c) (3) is exempt from State, Federal, and local taxes. NASSGAP will not be responsible for any taxes levied on the Contractor as a result of this contract.

19. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any must be brought in the State of Indiana.

20. Indemnification

Contractor agrees to indemnify, defend and hold harmless NASSGAP and its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, if any.

21. Substantial Performance

This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

22. Supervision

The President of NASSGAP or designate will have final authority for acceptance of all services and for certification of all expenses.

23. Term of Agreement

This contract shall become effective and commence upon the execution of the agreement by the parties. Performance of services by Contractor shall be pursuant to the schedule established in the Contractor's proposal.

24. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party

claimed to have waived such right. The parties having read and understanding the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES INDICATING THEIR CONSENT AND AGREEMENT TO THE TERMS AND PROVISIONS OF THIS AGREEMENT.

GBPI Inc.

National Association of State Student Grant and Aid Programs (NASSGAP)

By: _____
Gary Bourchard
Chief Executive Officer

By: Theresa Antworth
Theresa Antworth
President

Date: _____

Date: 12/17/04

EXHIBIT "A"

See attached GBPI Proposal Bid.

EXHIBIT "B"

END-USER LICENSE AGREEMENT FOR THE NASSGAP WEBSITE

IMPORTANT-READ CAREFULLY: This NASSGAP End-User License Agreement is a legal agreement between you (either as an individual or a single entity) and **GARY BOUCHARD PROGRAMMING, INC.**, the creator and owner of the software products available on the NASSGAP website. By downloading, installing, copying, or otherwise using the SOFTWARE PRODUCT and/or this website, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you are PROHIBITED from installing or otherwise using the SOFTWARE PRODUCT and/or this website.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by UNITED STATES Copyright laws, as well as other intellectual property laws. This SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. This Agreement grants you the following rights:

- A. WHAT YOU CAN DO:** If you are a member of NASSGAP, you may access the NASSGAP website and utilize the SOFTWARE PRODUCT available on the website for your own purposes.
- B. WHAT YOU CANNOT DO:** You are prohibited from permitting an unauthorized use of the SOFTWARE PRODUCT and/or the NASSGAP website. An "unauthorized use" is any use of the NASSGAP website and/or the SOFTWARE PRODUCT by any individual and/or entity that is not a member of NASSGAP. You are also prohibited from selling access to the NASSGAP website and/or the SOFTWARE PRODUCT or otherwise making NASSGAP website and/or the SOFTWARE PRODUCT available to any other individual and/or entity.

2. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the NASSGAP website and/or the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCT), are owned by **GARY BOUCHARD PROGRAMMING, INC.** All title and intellectual property rights in and to the content which may be accessed through use of the NASSGAP website and/or the SOFTWARE PRODUCT is the property of **GARY BOUCHARD PROGRAMMING, INC.**, and is protected by applicable copyright or other intellectual property laws.

3. DISCLAIMER OF WARRANTIES. To the maximum extent permitted by applicable law, **GARY BOUCHARD PROGRAMMING, INC.**, provides the NASSGAP website and/or the SOFTWARE PRODUCT AS IS AND WITH ALL FAULTS; and **GARY BOUCHARD PROGRAMMING, INC.**, hereby disclaims with respect to the NASSGAP website and/or the SOFTWARE PRODUCT all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. ALSO THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE NASSGAP WEBSITE AND/OR THE SOFTWARE PRODUCT REMAINS WITH YOU.

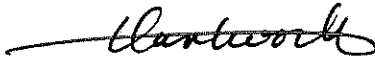
4. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL **GARY BOUCHARD PROGRAMMING, INC.**, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT

NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE NASSGAP WEBSITE AND/OR THE SOFTWARE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF **GARY BOUCHARD PROGRAMMING, INC.**, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of **GARY BOUCHARD PROGRAMMING, INC.**, under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for access to the NASSGAP website and/or the use of the SOFTWARE PRODUCT, or U.S. \$5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

6. APPLICABLE LAW. This Agreement shall be construed and controlled by the laws of the State of Maine, and you consent to the jurisdiction and venue in the Superior Court of Kennebec County, Maine. You waive all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. If either **GARY BOUCHARD PROGRAMMING, INC.**, or you employ attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

7. ENTIRE AGREEMENT. This Agreement is the entire agreement between you and **GARY BOUCHARD PROGRAMMING, INC.**, relating to the NASSGAP website and/or the SOFTWARE PRODUCT and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the NASSGAP website and/or the SOFTWARE PRODUCT.



I AGREE

I DO NOT AGREE