

Datasphere Corporation
d/b/a carpoolworld.com
366 N. Broadway, Suite 410
Jericho, NY 11753

Carpool Group Service Agreement

Client Site www.carpoolworld.com/

This Agreement between Datasphere Corporation (“CPW”) and Client sets forth the terms and conditions under which CPW will provide a carpool matching group web site for Client. Client’s users can use the Site to find other users with whom they may choose to carpool.

Client may not re-sell CPW’s services and may only provide CPW’s services free of charge to their community.

Client shall pay CPW according to the following pricing: \$10 USD per month for up to 500 User Trip Records, plus \$2 USD per month for each 100 additional User Trip Records or portion thereof.

A User Trip Record is an individual transportation definition in the Site containing a geographical origin and destination with associated descriptive and contact information. Normally, each user should have a single User Trip Record for their daily commute, but users may create additional User Trip Records for other journeys. Client can control whether or not to restrict e-mail addresses to a specific domain, and can also control whether or not individual e-mail addresses may be used more than once in their group, thereby controlling whether or not each individual user may create more than a single User Trip Record. Client can view and report User Trip Record details, including downloading those details electronically in standard spreadsheet format, and can delete individual User Trip Record if/as needed. User Trip Records that are created and deleted within the same month will be billed once only for that month. CPW will count the number of User Trip Records at the end of the calendar month as the basis for monthly invoicing. Payment terms are net due 30 days after Client’s receipt of the invoice. Payment may be made by check or credit card. Client may provide a purchase order number to be shown on the invoice. Invoices are provided to the client electronically via e-mail. Paper invoices may be mailed upon request. The IRS W-9 form for Datasphere Corporation is available at www.carpoolworld.com/w9.

Client may terminate the group at any time. CPW will immediately disable the Site upon request and process the final bill at the end of the month. Existing users will see a message that the Site has been deactivated and will be invited to join the public area of the system, at their own discretion. Alternatively, at the time of termination, Client may request that their users be transferred into the public area of the system automatically, which will be done at no charge. If such a request is made, then CPW will send a message to the users notifying them that they are no longer part of the Client’s group but rather are part of the public area.

Client can control whether or not their users may match outside the Client’s group, with the general public. Even if Client permits users to match outside the Client’s group, users may still individually elect to match only within the Client’s group.

Publication of the use of CPW by the client may bring additional public users or other groups to CPW, and may therefore increase the likelihood that Client’s users will find optimal carpool matches. Client can control whether or not Client’s use of CPW is published by CPW. If the Client chooses not to publish their use of CPW, then CPW will not disclose that Client has a group at CPW.

Client can control whether or not certain geographic, descriptive, or contact data elements are required, optional, or prohibited for their users, and whether or not each required or optional data element is shown or not shown to other users. Certain data elements however are always required, and certain data

elements must be shown to other users, to operate the Site. The geographical origin and destination of each User Trip Record must be provided by the user and made available to other users, but Client can control the degree of precision used to provide and display these locations. User e-mail addresses are not shown on the site, but when a user initiates contact with another user, the user who receives the contact will be provided with the e-mail address of the user initiating the contact. The user who receives the contact may or may not respond. If the user who receives the contact chooses to respond, then at that point both users will have each other's e-mail address.

CPW will use the information stored in the site solely pursuant to fulfilling its obligations, including but not limited to allowing users to find potential carpool partners. CPW will not use or divulge the user's information – except in aggregated form to provide regional volumes - for any other purpose without prior written consent unless compelled to do so by a legal authority. CPW will remove user information from the system at any time upon request from the user or the Client. CPW reserves the right to remove user information from the system if that information does not conform to CPW's standards for acceptable use as judged by CPW. CPW will be liable to Client for any claims or losses which arise out of CPW's grossly negligent or intentional misuse of user information.

Users are responsible for their own personal safety. CPW uses standard Internet practices to ensure the availability of the Site and the privacy of the user information in the Site. Neither Client nor CPW shall have any liability to any third party, including users, which arises out of this Agreement.

Terms of use and safety information are published at www.carpoolworld.com/legal.html. Users must accept these terms of use to use the Site.

CPW shall defend, indemnify and hold harmless Client, and its employees, officers, agents, affiliates, and representatives, from and against all losses, damages, costs, and expenses of every kind (including attorneys fees, court costs and disbursements) that arise from or related to (i) CPW's breach of any of its representation, warranties, or obligations under this Agreement, or its acts or omissions or (ii) any third party claim that the Site as provided to Client and Client's users infringes or violates the third party's intellectual property or proprietary rights.

CPW will provide at least 30 days notification of any changes to the pricing or any of the terms described above. If Client wishes to terminate the group, then the final billing will be at the current prices. CPW provides unlimited no-obligation free trials. Client will advise CPW once they determine that they will use the Site live. Billing will commence at the end of the next full month of use.

Max Fox, President
Datasphere Corporation

Client
Please sign and date
Please provide name, title, and company name and address