



Carpoolworld group software 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 carpool group web site ("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 to users and may only provide CPW's services free of charge to their users.

Client shall pay CPW according to the following pricing: \$49 USD per month per 1000 users for Standard groups.

Client may terminate the CPW group at any time. When a group is terminated, Client may choose to have any existing users removed from the CPW database, or leave the users in the frozen group, or request that the users be moved to the public group.

Client can view and report user membership details, including downloading those details electronically in standard spreadsheet format, and can delete individual user data if/as needed. CPW will count the number of users at the beginning of the calendar month as the basis for the upcoming month invoicing, or will adjust yearly invoicing on a monthly pro-rated basis. Payments are due on receipt of the invoice. Payment may be made by credit card or e-check. Client may provide a purchase order number to be shown on the invoice. Invoices are provided to the client electronically via e-mail. The IRS W-9 form for Datasphere Corporation is available at www.carpoolworld.com/w9.

Client can control whether or not their users may match outside the Client's group (i.e., with the general public). Even if Client permits users to match outside their group, users may still individually elect to match only within their group. Client can control whether or not to restrict e-mail addresses to a specific domain.

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.

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



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 relate 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 carpool group, then the final billing will be at the current prices. CPW provides no-obligation free trials. Billing will commence when payment has been received for the upcoming month of use.

Isabelle Boulard, CEO
Datasphere Corporation
d/b/a Carpoolworld.com

Date

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

Date