



CUSTOMER SERVICE AGREEMENT

This CUSTOMER SERVICE AGREEMENT (this "**Agreement**") is made and entered into as of _____ (the "**Effective Date**") by and between Blue Ocean Inc. an Oregon corporation ("**Blue Ocean**"), located at _____ and _____ ("**Customer**"), located at _____

Whereas, Blue Ocean provides certain shipping, fulfillment, and logistics services, as described more particularly below, through its website located at blueoceanglobe.com (the "Site"),

Whereas, Customer desires to retain Blue Ocean to provide services on the terms and conditions described herein;

Now, therefore, the parties agree as follows:

1. **Description of Services.** The "Services" provided to Customer by Blue Ocean under this Agreement consists of: (a) the Site, (b) Fulfillment Services (as defined below) and (c) all software data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content"). Any new features added to or augmenting the Service are also subject to the terms of this Agreement. "Fulfillment Services" means services relating to Customer's products (the "Products"), and the shipment and tracking of orders for such Products initiated by Customer's customers who purchase such Products through Customer's sales systems, including but not limited to the following:

- (a) Automated fulfillment of orders;
- (b) Administration and monitoring by Customer via an administrative Internet portal
- (c) The receipt, storage, picking/packing, and shipment of the Products;
- (d) Packing materials for the Products;
- (e) Processing of returned shipments; and
- (f) Value Added Services, as described below.

2. **Customer's Account and Content.**

2.1. In order to access certain features of the Services, Customer is required to register with the Site. As part of the registration process, Customer must provide an email address and password to create an account (the "Account"). In addition, when using certain Services, Customer will be subject to the policies ("Policies") that govern the operation of such Services which are posted on the Site or are readily made available to registered users of the Service. All such Policies are hereby incorporated by reference.



2.2. Customer shall be solely responsible for all data, information, text, content and other materials that Customer uploads, posts, delivers, provides or otherwise transmits or stores (hereafter “post(ing)”) in connection with or relating to the Services (“Customer Content”). Blue Ocean has no responsibility whatsoever for Customer Content. Customer hereby indemnifies, agrees to defend, and holds Blue Ocean harmless for any and all claims arising out of or related to Customer Content. For every email sent outside of Customer’s organization via the Services, Customer acknowledges and agrees that Blue Ocean shall have the right to automatically add an identifying footer in accordance with Blue Ocean’s standard policies then in effect. Customer agrees to cooperate with and provide reasonable assistance to Blue Ocean in promoting and advertising the Services.

2.3. Customer shall be responsible for maintaining the confidentiality of the login and password for the Account and for all activities that occur under the Account. Blue Ocean reserves the right to access the Account in order to respond to Customer’s requests for technical support. By posting Customer Content on or through the Services, Customer hereby does and shall grant Blue Ocean a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Customer Content in connection with the Services. Blue Ocean has the right, but not the obligation, to monitor the Services, the Content, and all Customer Content. Customer further agrees that Blue Ocean may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all. To the extent Customer provides any suggestions, enhancement requests, feedback, recommendations or other input relating to the Services (“Feedback”), Customer hereby grants Blue Ocean the full, unencumbered right to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

2.4. Subject to the terms and conditions of this Agreement, Customer may access and use the Services only for lawful purposes. All rights, title and interest in and to the Services and its components will remain with and belong exclusively to Blue Ocean. Customer shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, or (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks. Customer shall comply with any codes of conduct, policies or other notices Blue Ocean provides Customer or publishes in connection with the Service, and Customer shall promptly notify Blue Ocean if it learns of a security breach related to the Service. Customer agrees not to access the Service by any means other than through the interface that is provided by Blue Ocean for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Blue Ocean or any third party is granted to Customer in connection with the Service.

2.5. Notwithstanding any statement to the contrary, Blue Ocean shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without



limitation, information concerning Customer Content and data derived therefrom), and Blue Ocean will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Blue Ocean offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

2.6. Customer understands that the operation of the Services, including Customer Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices; and (c) transmission to Blue Ocean's third party vendors and hosting partners to provide the necessary delivery, storage, fulfillment, hardware, software, networking, and related technology required to operate and maintain the Services. Accordingly, Customer bears sole responsibility for adequate security, protection, and backup of Customer Content. Blue Ocean will have no liability to Customer for any unauthorized access or use of any Customer Content, or any corruption, deletion, destruction or loss of any Customer Content, and Customer hereby waives any and all actions against Blue Ocean arising out of access to Customer Content.

2.7. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, long distance and local telephone service (collectively, "Equipment"). Customer shall be responsible for ensuring that such Equipment is compatible with the Services and complies with all configurations and specifications set forth in Blue Ocean's published policies then in effect. Customer shall also be responsible for maintaining the security of the Equipment, the Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Account or the Equipment with or without Customer's knowledge or consent.

2.8. Subject to the terms of this Agreement, Blue Ocean may (but has no obligation to) provide technical support services, through email in accordance with its standard practices.

3. **Value Added Services.** Customer desires to engage Blue Ocean and its affiliated companies to customize and upgrade computers by changing technical specifications of computers from the original manufacturer designs to the technical configurations requested by Customer. By delivering any computer to Blue Ocean for customization or upgrade, Customer agrees to the following terms and conditions:

a. Customer represents and warrants that any computer it delivers to Blue Ocean for customization/upgrade is the property of Customer and that Customer has the right to authorize the requested changes to that computer and to accept Blue Ocean's terms and conditions with respect to the work to be done on that particular computer. Customer further represents and warrants that it is a reseller (whether wholesale or retail) of the computers it delivers to Blue Ocean, and not an end user of those computers.

b. Customer understands that in order to customize and upgrade a computer, Blue Ocean must open the computer case. Customer also understands that the new parts installed by Blue Ocean may or may not be OEM parts.



c. Customer (a) acknowledges that Blue Ocean's customization/upgrading may void the computer manufacturer's warranty; (b) acknowledges that it is solely responsible for determining whether the manufacturer's warranty has been voided; and (c) represents and warrants that it will, in writing, inform all buyers of any possible voided warranty prior to completing the sale.

d. Customer acknowledges that Blue Ocean does not issue any software license keys to computers. Software includes, but is not limited to, the Windows operating system, Windows Office, anti-virus software and the like. Customer is responsible for obtaining any software license keys that are necessary to cause the software to operate or that are required by law.

e. Customer acknowledges that each computer manufacturer owns its trademarks, trade dress, patents, copyrights and other intellectual property. While Blue Ocean will customize computers as requested by Customer, Customer is solely responsible for determining the legality of any requested customization and of its advertising, marketing, and resale of customized/upgraded computers.

4. **Fees.**

4.1. The fees due to Blue Ocean for the Services provided under this Agreement are set forth in the Fee Schedule, attached hereto as Exhibit A.

4.2. Customer is required to pay all fees and any additional shipping expenses set forth in the Fee Schedule and provide Blue Ocean its credit card or a bank account number (for bank to bank transfer with ACH). Customer represents and warrants to Blue Ocean that such information is true and that it is authorized to use the payment instrument. Customer agrees to promptly update its account information with any changes that may occur. Approximately every two weeks, Blue Ocean will post an invoice of the fees and charges to Customer's account and/or otherwise make it available to Customer. Customer may elect to pay with a credit card or through ACH. Credit card or ACH declines may incur additional charges and/or lead to suspension or termination of the Services. Full payment for invoices issued must be received by Blue Ocean thirty (30) days after Blue Ocean's posting of the invoice, or the Services may be terminated. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for all taxes associated with the Services, other than U.S. taxes based on Blue Ocean's net income.

4.3. Customer must inform Blue Ocean if it disputes any charges within thirty (30) days after the date of the invoice.

4.4. At any time, Blue Ocean reserves the right to require a deposit to cover any fees, shipping expenses or other costs, and Blue Ocean may increase or decrease the required deposit amount in its sole discretion.

4.5. There is a base cost to receive inventory into Blue Ocean's warehouses ("Receiving Cost"). In the event that there are additional costs associated with non-standard receiving (as determined in Blue Ocean's sole discretion) ("Additional Costs"), they shall be in



addition to the Receiving Costs and Customer hereby agrees to pay such Additional Costs. While not specifically included in the Fee Schedule, Receiving Costs are generally included with Blue Ocean's standard per item outbound handling piece fees, but Additional Costs are not included. Blue Ocean, at its sole discretion, may require a Receiving Cost deposit to cover inventory arriving to or in the warehouse.

4.6. Blue Ocean will guarantee Customer discounted shipping services through UPS and FedEx during the contract term. If Customer elects to use a non-Blue Ocean authorized shipping provider, Blue Ocean must first pre-approve the shipping provider and discounted rates may not apply.

5. Term and Termination. This Agreement shall be from _____, 20__ to _____, 20__ Blue Ocean may terminate the Agreement in the event of Customer default or for other just cause, in Blue Ocean's sole discretion by providing notice to the administrative email address associated with Customer's account. Blue Ocean reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof). All Customer Content (if any) may be permanently deleted by Blue Ocean, in its sole discretion, upon any termination of this Agreement.

6. Use of Customer's Name. Blue Ocean reserves the right to use Customer's name and/or company name as a reference for marketing or promotional purposes on Blue Ocean's website and in other communication with existing or potential Blue Ocean customers. To decline Blue Ocean this right, Customer must email cs@blueoceancenter.com stating that it does not wish to be used as a reference. Unless Customer explicitly declines, it hereby grants Blue Ocean this stated right.

7. Representations and Warranties. Customer represents and warrants to Blue Ocean that (i) it has full power and authority to enter into this Agreement; (ii) Customer owns all Customer Content or has obtained all permissions, releases, rights or licenses required to engage in its posting and other activities (and allow Blue Ocean to perform its obligations) in connection with the Services without obtaining any further releases or consents; (iii) all Customer Content and other activities in connection with the Services, and Blue Ocean's exercise of all rights and licenses granted by Customer herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Customer Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iv) if Customer is an individual, he or she is eighteen (18) years of age or older.



8. **DISCLAIMER OF WARRANTIES.** The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Blue Ocean or by third-party providers, or because of other causes beyond Blue Ocean's reasonable control. THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND BLUE OCEAN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT BLUE OCEAN DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY CUSTOMER FROM BLUE OCEAN OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS SECTION 8. Blue Ocean is not the importer of record for Products stored at or by Blue Ocean. Blue Ocean shall not be held liable for complying with Customer's instructions regarding the Service. Customer acknowledges that Blue Ocean does not inspect Products nor does Blue Ocean take responsibility for the business decisions that Customer makes and implements through the Services. For purposes of clarity, Blue Ocean is not the Merchant of Record for any Products. Blue Ocean is not responsible for Products that are damaged during the pick and pack process or for breakage of items during transit that have been picked and packed by Blue Ocean.

9. **Insurance.** Blue Ocean will maintain throughout the term of the Agreement inland marine insurance coverage having a maximum limit of \$5,000,000 per customer. In the event of a loss, Blue Ocean or its insurer will reimburse Customer its cost to purchase the affected goods or the market replacement cost, whichever is lower.

10. **Indemnification.** Customer hereby agrees to indemnify, defend and hold Blue Ocean (and Blue Ocean's agents, principals, shareholders, partners, members, officers, directors and employees) harmless from and against any and all claims, demands, suits, causes of action, liability, loss, expense (including reasonable attorneys' fees and court costs on trial and appeal), damages or settlement costs arising from (a) a breach of any representation or warranty given by Customer to Blue Ocean; (b) any other breach of this Agreement by Customer; (c) any intentional wrongful act or negligent act or omission by Customer; (d) any Customer Content; (e) Customer's access, contribution to, use or misuse of the Services; and (f) any claim by end users relating to the work performed by Blue Ocean, including but not limiting to claims arising from loss of the manufacturer's warranty. Blue Ocean reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, Customer agrees to cooperate with any reasonable requests assisting Blue Ocean's defense of such matter.

11. **LIMITATION OF LIABILITY.**

11.1. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BLUE OCEAN BE LIABLE



TO CUSTOMER OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE FEES ACTUALLY PAID BY CUSTOMER IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S CLAIM OR, IF NO FEES APPLY, ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

11.2. BLUE OCEAN'S LIABILITY REFERRED TO IN THIS SECTION 11.2 SHALL BE CUSTOMER'S EXCLUSIVE REMEDY AGAINST BLUE OCEAN FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO LOSS, DAMAGE AND/OR DESTRUCTION OF PRODUCTS, UNLESS CUSTOMER PROVES BY AFFIRMATIVE EVIDENCE THAT BLUE OCEAN CONVERTED THE PRODUCTS TO ITS OWN USE. CUSTOMER WAIVES ANY RIGHTS TO RELY UPON ANY PRESUMPTION OF CONVERSION IMPOSED BY LAW. IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION OF PRODUCTS ("INVENTORY LOSS") FOR WHICH BLUE OCEAN IS LEGALLY LIABLE, CUSTOMER AGREES THAT BLUE OCEAN'S LIABILITY SHALL BE LIMITED TO REIMBURSING CUSTOMER ITS COST TO PURCHASE THE AFFECTED GOODS OR THE MARKET REPLACEMENT COST, WHICHEVER IS LOWER, AND SOLELY TO THE EXTENT OF BLUE OCEAN'S INSURANCE COVERAGE AS DESCRIBED HEREINABOVE. IN NO EVENT WILL BLUE OCEAN BE LIABLE FOR ANY LOST SALES REVENUE FROM INVENTORY LOSS.

11.3. The Parties acknowledge that handling physical products could result in loss or damage of Products. Blue Ocean maintains high standards, however occasionally facilities experience concealed shortages, product damages, mislabeled, mis-picked Products and/or cross-shipments. Blue Ocean maintains merchant friendly receiving and product labeling requirements. Customer agrees that Blue Ocean will have a 1.5% shrink allowance based on the value of Customer's account's Products known to be in the facility based on the total Product value as determined in Blue Ocean's sole reasonable discretion measured on an annual basis ("Product Value") and subject to Limitations of Liability in this Section 11. Explainable, offsetting Product adjustments based on mis-marked Products or receiving Product errors will not be deemed a Product shrinkage event or lost Products.

11.4. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Customer. IN THESE STATES, BLUE OCEAN'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. **U.S. Government Matters.** Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.



13. **DMCA.** The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Blue Ocean will promptly process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Blue Ocean’s Copyright Agent at cs@Blueoceancenter.com (subject line: “DMCA” Takedown Request”). Customer may also contact Blue Ocean by mail or facsimile at:

Blue Ocean, Inc.
Attention: Copyright Agent
11075 SW 11th St
Beaverton, OR 97005

13.1. Notice: To be effective, the notification must be in writing and contain the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that Customer claims has been infringed;
- c. a description of where the material that Customer claims is infringing is located on the Site, with enough detail that Blue Ocean may find it on the Site;
- d. Customer’s address, telephone number, and email address;
- e. a statement by Customer that it has a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- f. a statement by Customer, made under penalty of perjury, that the above information in Customer’s Notice is accurate and that it is the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

13.2. Counter-Notice: If Customer believes that relevant content that was removed (or to which access was disabled) is not infringing, or that it has the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use such content, Customer may send a written counter-notice containing the following information to the Copyright Agent:

- a. Customer’s physical or electronic signature;



- b. identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- c. Customer's physical or electronic signature;
- d. a statement that Customer has a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- e. Customer's name, address, telephone number, and e-mail address, a statement that Customer consents to the jurisdiction of the federal court located within the Northern District of California and a statement that it will accept service of process from the person who provided notification of the alleged infringement

If a counter-notice is received by the Copyright Agent, Blue Ocean will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the provider of the content, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Blue Ocean's sole discretion.

13.3. **Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, Blue Ocean has adopted a policy of terminating, in appropriate circumstances and at Blue Ocean's sole discretion, those who are deemed to be repeat infringers. Blue Ocean may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

14. **Privacy.** Customer may visit <http://www.blueoceancenter.net/en/culture.php?lm=16> to understand how Blue Ocean collects and uses personal information.

15. **No Waiver.** The failure of Blue Ocean to exercise or enforce any right or provision of this Agreement shall not be a waiver of that right.

16. **Assignment.** Customer may not assign this Agreement without the prior written consent of Blue Ocean, but Blue Ocean may assign or transfer this Agreement, in whole or in part, without restriction.

17. **Force Majeure.** Blue Ocean will not be liable for any default or delay in the performance of any of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by an event outside of Blue Ocean's reasonable control, including: (a) fire, flood, earthquake, elements of nature or acts of God; (b) wars (declared and undeclared), acts of terrorism, sabotage, riots, civil disorders, rebellions or revolutions; (c) extraordinary malfunction of third-party Internet infrastructure, data centers or related systems or (d) acts of any governmental authority with respect to any of the foregoing. Without limiting the foregoing, Blue Ocean's failure to perform, or delay in performing, its responsibilities under this Agreement will be excused if and to the extent that the cause of such non-performance or delay



is: (i) the failure of Customer or Customer's personnel to materially perform their obligations under this Agreement; (ii) any act performed or omitted by Blue Ocean or Blue Ocean personnel at the request of Customer; (iii) any act performed by Customer or Customer's personnel to the extent that such act was not otherwise agreed to by the Parties; or (iv) system failure caused by a malicious third-party technical attack causing a sudden, unplanned increase in network activity above the threshold capacity of Blue Ocean systems.

18. **Miscellaneous.**

18.1. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, superseding all prior agreements or undertakings, oral or written. No agreement or understanding which alters or extends the meaning of this contract shall be binding unless in writing and signed by the parties hereto.

18.2. The headings of the titles to the articles of this Agreement are inserted for convenience only and are not intended to affect the meaning of any of the provisions hereof.

18.3. A waiver of any of the terms and conditions of this Agreement may be made only in writing and shall not be deemed a waiver of such terms and conditions on any future occasion.

18.4. This Agreement shall be binding upon and inure to the benefit of Blue Ocean and Customer and their respective successors and permitted assigns.

18.5. If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part(s) of this Agreement so held to be invalid, unenforceable or void shall be deemed stricken, and the Agreement will be reformed to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. The remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.

18.6. This Agreement is deemed a contract made in Oregon and it shall be construed and enforced according to the laws of the State of Oregon. Any suit or action instituted by either party to enforce the terms shall be brought in the courts in the State of Oregon. Unless otherwise elected by Blue Ocean in a particular instance, Customer hereby expressly agrees to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Oregon for the purpose of resolving any dispute relating to Customer's access to or use of the Service. Venue is proper only in Multnomah County in Oregon. In the event it becomes necessary for Blue Ocean to turn Customer's account over to an attorney or collection agency, Blue Ocean shall be entitled to recover from Customer, and Customer expressly agrees to pay, all costs incurred by Blue Ocean related to such collection activities, whether any suit, action or other legal proceeding is instituted, and including but not limited to attorneys' fees, costs and expenses, at arbitration, on trial or on appeal. In the event suit or action is instituted to enforce collection or any of the terms of this Agreement or for its breach, the prevailing party shall be entitled to recover from the other



party such sum as the court deems reasonable as attorneys' fees at arbitration, trial or on appeal, in addition to all other sums provided by law.

18.7. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Blue Ocean in any respect whatsoever.

18.8. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

18.9. This Agreement may be executed in any number of counterparts each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. Signatures on this Agreement delivered by facsimile or pdf shall be deemed to be original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, Blue Ocean and Customer have duly executed this Agreement the day and year first above written.

[CUSTOMER]

By: _____
Name: _____
Title: _____

BLUE OCEAN INC.

By: _____
Name: _____
Title: _____



BLUE OCEAN INC

EXHIBIT A

[Fee Schedule]