SOFFRONT® SaaS Agreement

This Soffront SaaS (Software As A Service) Agreement ("Agreement") is made and entered into on this date _____, by and between Soffront Corporation ("Soffront" or "Party") a Nevada corporation, and _____ ("Customer" or "Client" or "Subscriber" or "Party"), with its principal place of business at _____.

The Parties hereto agree as follows:

1. Contract Period

This Agreement is effective when signed by Customer and Soffront representatives ("Effective Date") Initial term of this Agreement is One Year starting from the Effective Date. This Agreement shall automatically renew for additional terms of one (1) year each unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof. If Customer terminates this Agreement or elects to reduce the number of Customer's authorized end users ("Users") of the Licensed Material, then, in addition to amounts due for use of the Licensed Material and Support Services actually rendered prior to the termination of this Agreement or reduction of Users, there shall be immediately due and payable by Customer an amount equal to the 50% of the fees that would have been paid the remainder of the term but for the termination or reduction of Users, as the case may be.

2. Billing and Payment

Payments are due in advance annually or terms agreed between the parties in writing. Service will not start until the payment is received. Services will be terminated if payments are not received within the terms, after serving a seven days' notice via email or fax.

3. Representations and Warranties

General. Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

Compliance with the Laws. Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

Acceptable Use. Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use or Licensed Materials ; (b) not violate or tamper with the security of any Soffront computer equipment or

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program;. If Soffront has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose Soffront may suspend the Services immediately with or without notice to Customer. Soffront may terminate the Agreement as contemplated in Section 11 if Customer in fact fails to adhere to the foregoing acceptable use standards.

DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE ONLY WARRANTIES MADE BY SOFFRONT. SOFFRONT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. SOFFRONT HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY SOFFRONT, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY.

4. Limitation of Liability
Excluding the liability under the section entitled "NO INFRINGEMENT" below,
UNDER NO CIRCUMSTANCES WILL SOFFRONT OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SOFFRONT'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY SOFFRONT OF THIS AGREEMENT, SOFFRONT'S LIABILITY TO CUSTOMER WILL NOT EXCEED THE AMOUNT PAID TO SOFFRONT BY CUSTOMER DURING THE PREVIOUS THREE MONTHS.

NO INFRINGEMENT: Soffront warrants the Licensed Material will not infringe any patent, trademarks, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Customer shall notify Soffront promptly in writing of any known action brought against Customer based on an allegation that Customer's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). Soffront will defend, indemnify and hold Customer harmless from any such action at Soffront's sole expense, provided that Soffront shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Customer reasonably cooperates with Soffront in such defense. In the event that a final injunction is obtained against Customer's use of the Services by reason of an Infringement or Customer is otherwise prohibited from using same, Soffront shall to the extent possible and at its expense, within sixty (60) days, either (a) procure for Customer the right to continue to use the Services that are infringing, or (b) replace or modify the Services to make its use noninfringing while being capable of performing the same function. If neither option is available to Soffront, then Customer, at Customer's option, may terminate this Agreement without penalty or further payment other than payment of fees for use of the Services prior to said termination.

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5. Confidential Information

Definition. For purposes of this Agreement "Confidential Information" shall mean information including, without limitation, all Customer data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

Nondisclosure

During this the term of this Agreement and for a period of 2 years thereafter, , each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/ non-use obligations imposed by this Section 5. Both parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

Terms of Agreement Confidential. Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party hereto, except to advisors, investors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

Injunctive Relief. In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

6. Customer Responsibility

Customer is solely responsible for the content of communications transmitted by Customer using the Services, and shall defend, indemnify and hold harmless Soffront from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications.

Customer is not permitted to resell the Services.

Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs.

Customer is responsible for establishing designated points of contact to interface with Soffront.

7. Licenses

Soffront hereby grants to customer a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by Soffront ("Licensed Material"), which may be furnished to Customer under this Agreement. Customer agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. All Licensed Material furnished to Customer under this Agreement shall be used by Customer only for Customer's internal business purposes, shall not be reproduced or copied in whole or in part, and shall not be removed from the United States.

8. Customer Data

All data is owned by Customer and is to be strictly held as confidential. Soffront will delete and destroy all copies of data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion per section 10.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to Soffront. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of Soffront and all copyrights and other rights are hereby assigned to Soffront.

9. Service Performance Guarantees

Soffront guarantees 99.9% availability of the Hosting Services. Soffront Hosting Services guarantees of service availability subject to the Rules and Regulations set forth below.

If a Customer experiences any number of Service outages which together are in excess of .1% of the time in any calendar month ("Service Availability"), the Customer will be eligible for a credit of one days worth (1/30th) of the Customer's total monthly connection charge for the ASP service, subject to the maximum of 10 days per month.

All credit requests should be sent via U.S. Postal Mail to the following address:

Soffront Corporation
6431 W Sahara Ave, Suite 250
Las Vegas, NV 89146

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Soffront will acknowledge all requests for credit within ten (10) business days of receipt and inform Customer via email or U.S. Postal Mail within thirty (30) days whether the request is approved or denied. Credits will be issued within 30 days from credit approval.

The duration of a Service Outage will be determined by summing the amount of time Customer Trouble Tickets are open with the appropriate Soffront Customer Care person for the service. The time starts with the opening of a trouble ticket by Soffront Customer Support and ends when Soffront Customer Support notifies customer of the restoration of the service.

All claims are subject to review and verification by Soffront.

Soffront reserves the right to change or modify the foregoing rules or discontinue this limited guarantee program with 30-days prior written notification to Customer.

10. Back-up of Data

Soffront will deliver a full backup of customer Data in .BAK format in a CD by US priority mail, if customer agrees to pay a charge of $50 per backup copy.

11. Termination

If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues un-remedied for seven (7) days after receipt of written notice, (1) the other Party may terminate this agreement, or (2) where the failure is a nonpayment by Client of any charge when due, Soffront, may, at its option, terminate or suspend Services with or without any notice.

If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues un-remedied for thirty (30) days after receipt of written notice, the other Party may terminate this agreement; provided, however, that where the breach is the failure of payment by Customer of any charge when due, Soffront, may, at its option, terminate or suspend Services if Customer does not cure said breach within seven (7) days following notice to Customer of the delinquency.

This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

Customer shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.

12. General Provisions & Force Majeure

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Customer. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon Soffront or effective for any purpose, unless accepted by Soffront in writing

It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Soffront's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part there of.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

c) The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Customer without the prior written consent of Soffront. Any attempted assignment, subletting or transfer shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of Soffront or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Soffront or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

 (g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 11

(h) On Soffront's request, no more frequently than annually, Customer shall furnish Soffront with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

(j) This Agreement shall be governed by and construed under the laws of the State of Nevada, USA applicable to contracts made in and wholly to be performed in the State of Nevada, USA without regard to conflicts of law.

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Signature below by your authorized representative is your consent to
the terms and conditions of this agreement

_____

Customer: Soffront Corporation

By: _____   By: _____

Print: _____   Print: _____

Title_____   Title_____

Date: _____   Date: _____