



ENCYCLOPEDIA OF SOLUTIONS PRODUCT PLACEMENT AND REFERRAL AGREEMENT

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the iConsortium Encyclopedia of Solutions Program, hereinafter referred to as "Program" and the establishment of vendor content pages on the iConsortium web site with inquiry form. Please print a copy of this agreement for your records.

1. Enrollment in the Program

To begin the enrollment process, you must submit a complete Affiliate application via our web site. Your application will be evaluated, in good faith, and we will notify you of your acceptance or rejection in a timely manner. Your application may be rejected if we determine (at our sole discretion) that your site is unsuitable as one of our Affiliates, for any reason, but not limited to the inclusion of content on your web site that is unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable.

If we accept your application and your site is, at a later date, determined (at our sole discretion) to be unsuitable as a qualified 3rd party product for the JD Edwards suite, we may terminate this Agreement.

2. Promotion of our Relationship

Once you have been notified that your product(s) has been accepted as a viable solution, your designated representative will be given instructions for creating/maintaining product content. iConsortium, at its sole discretion, will promote the Encyclopedia of Solutions and choose selected products for promotion or feature placement on our site. iConsortium may also at its sole discretion, invite a vendor to enter into an official Product Partnership Agreement as a result of our analysis that vendor's tools.

3. Inquiry Processing

Vendor's selected representative will receive any inquiries from potential customers via the site inquiry form. Direct inquiry links or emails should not be included in product content pages. All inquiries will be automatically directed to vendor representative as well as copied to the iConsortium administrator. Should your representative receive an Encyclopedia of Solutions inquiry from a previously qualified customer, you must notify the iConsortium administrator within five business days of receipt to request removal of that registered lead from our database.

4. Referral Fees

Vendor agrees to pay iConsortium 4% of gross license sale of vendor product, not including maintenance or service fees. Inquiries will be valid as a referral for one calendar year from initial inquiry date. As determined by Report of Sales, iConsortium will invoice vendor for all qualifying sales with a net due of 15 days of receipt.

5. Report of Sales

The iConsortium administrator will submit a report of all vendor sales inquiries once per quarter as a running summary of all historical inquiries. Vendor will validate all sales to customers referred by iConsortium site within five business days of receipt of report. Vendor agrees that iConsortium may pursue further inquiry should a discrepancy in sales reporting be suspected.

6. Responsibility for your Representative

You will be solely responsible for the development, operation, and maintenance of your product content and for all materials that appear on our site. You will be solely responsible for the

technical operation of your content, the accuracy and appropriateness of materials posted on our site; ensuring that materials posted on our site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights); and, ensuring that materials posted on our site are not libelous or otherwise illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your content.

7. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Encyclopedia of Solutions application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, we will immediately cease use of, and remove from our site, all links to your content and site, and all trademarks, trade dress and logos, and all other materials provided by or on behalf of you to us pursuant hereto or in connection with the Program. The iConsortium will continue to be eligible to earn referral fees on sales of listed products occurring during the term until expiration of leads has occurred.

8. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by posting a change notice on our web site, emailing you such a notice, or, posting a new agreement on our site. Modifications may include, for example, changes in the reporting of referral fees, referral fee schedules, payment procedures, and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or the posting of a new agreement on our site or sent via email will constitute binding acceptance of the change.

9. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on our site or otherwise, that reasonably would contradict anything in this Section.

10. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to us under this Agreement.

11. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Encyclopedia of Solutions Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

12. Independent Investigation

You acknowledge that you have read this agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit vendor participation on terms that may differ from those contained in this agreement or offer products that are similar to

or compete with your products. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

18. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of New Hampshire, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Manchester, NH, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

The iConsortium, Inc.

Company Name

By:  _____

Anthony Brackett

Title: President

Date: June 1, 2006

