

Terms of Service Agreement- Government Agencies

THIS BLIST SERVICE AGREEMENT (this "Agreement") is entered into and is effective as of this 6 day of April, 2009 (the "Effective Date") between BLIST, INC., a Delaware corporation with offices at 101 Yesler Way, Suite 502, Seattle, WA 98104 ("BLIST" or the "Company"), and 45. General Services Administration, a government agency with offices at 1800 F Street NW, Washington DC 20405 ("You or Your").

WHEREAS, BLIST provides a service for creating, sharing, collaborating on and publishing structured data, and which service allows such data to be displayed in various widget forms on any compliant website. (the "blist Service"); and

WHEREAS, You are a branch, department, agency or instrumentality of the United States Government, or a sub-unit thereof (a "Government Agency") and have in Your possession various data which You have the right to publish, and which You would like to publish, to the Service for purposes of applying each aspect of the blist Service's functionality to such data; and

WHEREAS, You, as an Agency of the United States Government, are required to follow applicable federal laws and regulations when entering into agreements with other parties, including laws and regulations related to ethical standards, limitations on indemnification, fiscal law constraints, advertising and endorsements, privacy, freedom of information, governing law, and dispute resolution forum and processes; and

WHEREAS, Blist and You (together, the "Parties" to this Agreement) agree that modifications to Blist's standard Terms of Service are appropriate to accommodate Your legal status and related special circumstances.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree that the following Terms of Service shall apply instead of Blist's standard Terms of Service for all use or access to the blist Service by or on behalf of any Government Agency:

The blist Service is owned and operated by Blist, Inc. These terms and conditions of use ("Terms of Service") apply solely to your access to, and use of, the "blist Service" and the Company Website located at www.blist.com (the "Site"). These Terms of Service do not alter in any way the terms or conditions of any other agreement you may have with Company, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Site, the Widget or the blist Service on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Service on such entity's behalf.

To the fullest extent permitted by law, Company reserves the right to change or modify any of the terms and conditions contained in the Terms of Service or any policy or guideline of the Site, the Widget or the blist Service, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site, the Widget or the blist Service following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Terms of Service and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site, the Widget and the blist Services. If you do not agree to the amended terms, you must stop using the blist Service.

If you have any question regarding the use of the Site or the blist Service, please refer first to the Help Section or the Frequently Asked Questions. All other questions or comments about the Site or its contents or the blist Service should be directed to termsofservice@blist.com.

1. Privacy Policy

Please refer to our Privacy Policy for information on how Company collects, uses and discloses personally identifiable information from its users.

2. Types of Service

There are two service types offered by the blist Service, our free service (designed primarily for individuals) and our fee-based premium service (designed primarily for businesses) (the "Premium Service"). The differences between these services is described in more detail on the Site, but one key difference is how they allow others to access the blist™ databases ("blistst") you create on the Site. Using the free service, the default is for the data contained in blistst™ to be publicly available on the Site, although users may designate such data as private, and data structures (i.e. the way in which a blist™ is organized, such as column names and types) are always publicly available and accessible by anyone (i.e. they may not be designated as private). Using the Premium Service, the default for data is private, but users can designate such data as publicly available, and data structures are by default publicly available, but may be designated as private. Regardless of the type of service, you retain ownership of both the data and the data structures you post through the blist Service (see Section 7). In free blist accounts, you can choose to make your data public or private; your data structures are always public. In premium blist accounts, you can choose to make both your data and data structures public or private.

3. Data Analysis

Company may collect and analyze the data and data structures you post in connection with the Service and your other activities on the Site in order to tailor the blist Service and advertising on blist to individual user needs and interests and make the blist Service the best possible user experience.

4. Your Account

In creating your account, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Company. You are responsible for all activity that occurs under your account, and you should not share your password with anyone. In order to create an account, you must be 13 years of age or older. By registering, you represent and warrant that you are 13 or over and that all information you provide in the registration form is complete and accurate.

5. Copyright and Limited License

Unless otherwise indicated, the Site, the Widget and all content and other materials on the Site or the Widget, including, without limitation, the Company logo, and all designs, text, graphics, pictures, information, data, databases, tables, spreadsheets, software, sound files, other files and the selection and arrangement thereof (collectively, the "Materials") are the proprietary property of Company or its licensors or users and are protected by U.S. and international copyright laws. You are granted a limited, non-sublicensable license to access and use the Site and the Widget and to electronically copy, (except where prohibited without a license) and print to hard copy portions of the Materials for your informational, non-commercial and personal use only. Such license is subject to these Terms of Service and does not include: (a) any resale or commercial use of the Site, the Widget or the Materials therein; (b) the distribution, public performance or public display of any Materials, (d) modifying or otherwise making any derivative uses of the Site, the Widget and the Materials, or any portion thereof, except as expressly permitted on the Site or in connection with the blist Service; (e) use of any data mining, robots or similar

data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Site, the Widget or the Materials or any information contained therein, except as expressly permitted on the Site or in connection with the Service; or (g) any use of the Site, the Widget or the Materials other than for its intended purpose. Any use of the Site, the Widget or the Materials other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

6. Trademarks

blist, blist.com, the Company logos and any other product or service name or slogan contained in the Site or the Widget are trademarks of Company and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Company or the applicable trademark holder. blist™ is our proprietary trademark for the databases you create through the blist Service, and you may not use the term "blist" to refer to any other database. You may not use any metatags or any other "hidden text" utilizing "Company" or any other name, trademark or product or service name of Company without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

7. User Content

The Site and the Widget includes user profiles, blists™ databases, discussion forums, and other interactive areas, features or services in which you or other users create, post or store content, messages, materials, data, databases, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials on the Site or the Widget ("User Content"). You are solely responsible for your User Content and your use of such interactive areas. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site or Widget (including in your blist™) any of the following:

- a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
- d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

- e. User Content that is subject to any export control laws or regulations;
- f. Unsolicited promotions, political campaigning, advertising or solicitations;
- g. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- h. Viruses, corrupted data or other harmful, disruptive or destructive files; and
- i. User Content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site or the blist Service, or which may expose Company or its users to any harm or liability of any type.

Company takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Company liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of the Site and the blist Service is at your own risk. As a provider of interactive services, Company is not liable for any statements, representations or User Content provided by its users in any public forum, personal home page or other Interactive Area. Although Company has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, COMPANY RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY USER CONTENT POSTED OR STORED ON THE SITE AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE, AND YOU ARE SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY USER CONTENT YOU POST OR STORE THROUGH THE BLIST SERVICE AT YOUR SOLE COST AND EXPENSE. Any use of the Site, the Widget or the blist Service in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Site, the Widget and the blist Service. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Company's systems and customers, or to ensure the integrity and operation of Company's business and systems, Company may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted User Content. Company's right to disclose any such information shall govern over any terms of Company's Privacy Policy.

8. Rights to User Content

Except for Submissions as described in Section 10 below, you retain the copyright in and all ownership of the User Content you post. However, unless we indicate otherwise, you grant Company and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display such User Content throughout the world in any media on or in connection with the Site, provided that Company shall not make User Content designated as private publicly available. You grant Company and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose, but not in any way that implies Your endorsement, sponsorship, or recommendation of the blist Service. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms of Service and will not violate any rights of or cause injury to any person or entity.

9. User Conduct

Although as an online service provider, we are not responsible for the conduct of our users, we want the Site to be a safe place on the Web. Therefore, in using the Site, the Widget and the blist Service, you may not:

- a. Violate any local, state, national or international law or post any User Content that would encourage or provide instructions for a criminal offense
 - b. Impersonate any person or entity or otherwise misrepresent yourself, your age or your affiliation with any person or entity
 - c. Forge or otherwise manipulate identifies in order to disguise the origin of any User Content transmitted through the Site.
 - d. Use the Site to send or make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation
 - e. Post or share any personally identifiable or private information of any third party or collect or store personally identifiable or private information of any third party without authorization.
 - f. Solicit passwords or personal information from anyone under 18
 - g. Post any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
 - h. Register for more than one account or use or attempt to use another's account, service or system without authorization or create a false identity on the Service or the Site
 - i. Engage in any predatory or stalking conduct
 - j. Interfere with or disrupt the blist Service, servers or networks connected to the blist Service or disobey any requirements, procedures, policies or regulations of networks connected to the blist Service
 - k. Submit or post any User Content in violation of the rules set forth in Section 8 above.
- Any use of the Site or the blist Service in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Site and the blist Service.

10. Subscribing to the Premium Service; Payment Terms

The features, service fees, and payment methods applicable to the Premium Service are found on the Site. By subscribing to the Premium Service, you agree to pay all applicable service fees in accordance with the terms set forth in these Terms of Service and the Site. Unless otherwise agreed to by the parties, the Premium Service is provided on a month-to-month basis and will automatically renew each month on the same day of each month that the service commenced unless and until you cancel the Premium Service or it is terminated by Company. You authorize Company to charge the payment method designated on your account ("Payment Method") for all Service Fees and any applicable taxes at the commencement of the Premium Service and at the beginning of each monthly renewal period unless and until you cancel your Subscription or it is terminated by Company. You also authorize Company to obtain pre-approval from your credit card Issuer. All Service Fees are nonrefundable and there are no refunds or credits for partially used periods. Company may change the Service Fees and the terms of the Premium Service at any time, or add new fees and charges from time to time, but we will give you advance notice of these

changes by e-mail, and such charges will apply to your next renewal term]. Before deciding to subscribe to a fee-based Premium Service, You agree to determine that you have a need for those additional services, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that funds are available for payment, to follow proper usage of the Government Purchase Card if that Card is used as the payment method, and in all other respects to follow applicable laws, regulations, and Agency guidelines for such purchases. Company agrees that Your subscription to Premium Service will adhere to the premises of this Agreement, as outlined in its "Whereas" clauses.

11. Submissions

You acknowledge and agree that any materials you submit regarding the Site, the Widget, the Company or Company's products or services, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information ("Submissions"), are non-confidential and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

12. Third Party Content

Company may provide third party content on the Site or the Widget and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. Company does not monitor or have any control over any Third Party Content or third party Web sites. Company does not endorse or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. Company does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

13. Third-Party Products and Services

Company may provide information about or links to third-party products or services on the Site or the Widget. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-Company advertisers or third party information on the Site.

14. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray Company or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Company logo or other proprietary graphic of Company to link to this Site without the express written permission of Company. Further, you may not use, frame or utilize framing techniques to enclose any Company trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without Company's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Company or any third party. Company makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under the control of Company and Company is not responsible for the contents of any linked

site or any link contained in a linked site, or any review, changes or updates to such sites. Company provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Company of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

15. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, subscribers or account holders who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site, the Widget and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

16. Copyright Complaints.

If you believe that anything on the Site or Widget that infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: Patrick Behrens
Full Address of Designated Agent to Which Notification Should be Sent: 101 Yesler Way, Suite 502, Seattle, WA 98104
Telephone Number of Designated Agent: Phone (206) 340-8008
E-Mail Address of Designated Agent: copyright@blist.com

17. Indemnification

If You are a not a Government Agency or accessing the blist Service on behalf of a Government Agency, You agree to defend, indemnify and hold harmless Company, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Site or your use of the Site or the blist Service, including without limitation any actual or threatened suit, demand or claim made against Company and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Terms of Service or your violation of the rights of any third party.

18. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY COMPANY, THE SITE, THE WIDGET, THE MATERIALS AND THE BLIST SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE AND THE WIDGET. COMPANY DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SITE, THE WIDGET OR THE BLIST SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS. WHILE COMPANY ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITE, THE WIDGET AND THE BLIST SERVICE SAFE, COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE WIDGET, THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. Company reserves the right to change any and all content contained in the Site, the Widget and any services or features offered through the Site, the Widget or the blist Service at any time without notice. Reference

to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

19. Limitation of Liability

IN NO EVENT SHALL COMPANY, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, THE WIDGET, THE BLIST SERVICE, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE OR THE BLIST SERVICE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM COMPANY, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE OR THE BLIST SERVICE EXCEED ANY FEES YOU PAY, IF ANY, TO COMPANY FOR ACCESS TO OR USE OF THE SITE, THE WIDGET OR THE BLIST SERVICE. FURTHERMORE, IT IS AGREED TO AND EXPRESSLY UNDERSTOOD THAT NOTHING HEREIN IN ANY WAY GRANTS COMPANY A WAIVER FROM, RELEASE OF, OR LIMITATION OF LIABILITY PERTAINING TO, COMPANY'S LIABILITY FOR ANY GOVERNMENTAL FINES AND PENALTIES THAT MAY BE INCURRED AS A RESULT OF ANY PAST, CURRENT OR FUTURE VIOLATION OF FEDERAL LAW.

20. Applicable Law and Venue

These Terms of Service and your use of the Site shall be governed by and construed in accordance with the laws of the United States of America. In the absence of federal law, the laws of the State of Washington will apply, without resort to its conflict of law provisions. Unless you are a Government Agency, then with respect to any disputes or claims not subject to arbitration, you agree that any action at law or in equity arising out of or relating to these Terms of Service shall be filed only in the state and federal courts located in King County, Washington and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms of Service.

21. Termination

Notwithstanding any of these Terms of Service, Company reserves the right, without notice and in its sole discretion, to terminate your right to use the Site, the Widget and the blist Service, and to block or prevent future your access to and use of the Site, the Widget and the blist Service. Company also reserves the right to discontinue the Site, the Widget and the Service, or any features thereof, at any time without notice. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY USER CONTENT YOU POST OR STORE IN CONNECTION WITH THE SERVICE AT YOUR SOLE COST AND EXPENSE. The Parties understand and agree that you are not obligated to place any User Content on blist and you reserve the right to remove any and all User Content at your sole discretion. Either Party may end this Agreement on 30 days written notice.

22. Severability and Interpretation

If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions. The section headings and subheadings contained in this Agreement

are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement. Any construction or interpretation to be made of the Agreement shall not be construed against the drafter.

23. Miscellaneous

The Company agrees that Your logos, trademarks, service marks, trade names, and the fact that the Government Agency is using blist services shall not be used by the Company in a manner that implies an endorsement of blist by You or the Federal Government. The parties agree that merely informing third parties of the fact that the Government Agency uses the blist services shall not be considered to imply Your endorsement, sponsorship, or recommendation of the blist Service, so long as such information is not being provided in advertising or promotional materials. The Parties to this Agreement are independent entities and nothing in this Agreement creates an agency, partnership, or joint venture. Nothing in this Agreement obligates You to expend appropriations or incur financial obligations. The parties acknowledge and agree that none of the obligations arising from this Agreement are contingent upon the payment of fees by one party to the other. Neither party may assign this Agreement to any third party without the prior written consent of the other. This Agreement may only be amended upon written agreement executed by both parties. Failure to enforce any provision of this Agreement will not be deemed a waiver

24. Questions & Contact Information

Questions or comments about the Site may be directed to Company at the email address termsofservice@blist.com or by calling us at (206) 340-8008.

IN WITNESS WHEREOF, the parties have, each through a duly-authorized representative, executed this BLIST Service Agreement on the Effective Date.

BLIST, INC.

By: Kevin S. Merritt
Name: Kevin S. Merritt
Title: CEO
Email: Kevin.merritt@blist.com
Fax: (206) 452-2010

YOU: U.S. General Services Administration
By: Martha Ann Dorris
Name: Martha Ann Dorris
Title: Acting Associate Administrator
Email: martha.dorris@gsa.gov
Fax: 202 208 0280