

Merchant Service Agreement (“Sponsored Merchant” Plan)

On this day of _____, ____ DataFeedFile.com and PriceComparison.com a Texas limited liability company also known as **DFF** will engage in a business to business relationship with _____ a _____ company also known as **Merchant** to provide marketing tools and services towards their mutual affiliates.

Description of services. DFF shall promote, help recruit affiliates and provide tools and services for Merchant through DataFeedFile.com. DFF tools using javascripts, PHP, XML, all banners and web pages will be provided by DFF for Merchant and/or Merchant’s affiliates free from any link or click-through substitution. DFF will not replace the affiliates’ affiliate site ID during any click-through for products and/or data for Merchant.

Merchant responsibility. Merchant shall promote and inform their affiliates about the availability of DFF tools and services. Merchant shall provide daily updates of their data feed file either directly from Merchant or through affiliate network. Merchant is responsible to keep their account / affiliate program healthy and functioning within the appropriate affiliate network. Merchant has agreed to give authorization for DFF to use Merchant’s logo, trademark and product information to promote Merchant’s products and service using DFF services.

DFF responsibility. DFF will to the best of their abilities promote, market and make known of the availability of DFF tools and services towards the affiliate marketing community. DFF shall promote, help recruit affiliates and provide tools and services for Merchant. DFF will provide technical support to help affiliates integrate DFF tools and services. DFF will perform daily updates using data feed files provided by Merchant or affiliate network to keep data up to date.

Month to month. Both Merchant and DFF has agreed to enter this agreement for a month-to-month service only. Either party may terminate service by providing a written notification in the form of email / snail-mail letter / fax. Acknowledgement of receipt of cancellation notice must be confirmed by both party to execute termination.

Monthly service fee. Merchant shall compensate DFF a variable monthly service fee for providing tools, services, hosting and script executions from DFF. Variable monthly service fee will be charge using Merchant’s credit card on file at DFF on the 1st day of every month according the rate / calculation provided at **Appendix A** Variable monthly service fee are calculated based on the number of products being imported and/or contained within Merchant’s data feed file. DFF reserves the right to change the variable monthly service fee in the future. Merchant must be informed by writing at least 60 days of any service fee changes and merchant will retain the right to continue or terminate this agreement without any consequence. Failure to pay monthly service after a grace period of 5 days or after the 5th day of every month will result in a late fee charge of \$10.00.



Force Majeure, Disclaimer and Limit of liabilities. DFF may not be held liable for any delay and/or failure in providing services resulting directly or indirectly from acts of god. DFF does not claim ownership of data, trademark and copyright information from data provided by merchants. Merchants are responsible to maintain and govern themselves according to respect trademarks, copyright and any other intellectual properties contained within their data feed file. Under any circumstances, DFF's liability is limited only to the latest monthly service fee paid by merchant. DFF can not be held liable for any damages allegedly sustained arising out of use of any of our tools, information, products and services. DFF's liability is limited only to fix known and proven errors found in our tools, information, products and services.

All Products and/or Services provided As-Is. All products, services, tools and any material provided on DFF site are provided "as is" and without any warranty. All users must assume all risks concerning availability, authorization, legality and accuracy of the information provided on DFF site and/or links to and from this site.

Mutual agreement. This agreement has been fully agreed and fully understood by both parties. The signors of this agreement was not force in anyway to sign this agreement. The signors of this agreement has the authorization to engage, execute and authorize this agreement on behalf of their appropriate company.

Merchant

DataFeedFile.com (DFF)

Company: _____

Company: DataFeedFile.com

Name: _____

Name: Andrew Nurcahya

Title: _____

Title: Director of Operations

Date: _____

Date: _____

DFF Merchant #: _____



Appendix A

Variable Monthly Service Fee Calculation for "Sponsored Merchant" Plan

Prepared for:

Merchant #: _____

Merchant Name: _____

Calculation based on merchant's _____ records inside DFF's database.

Monthly service fee is variable because the amount of products / rows / records contained from Merchant's data feed file may change from month to month. DFF calculate using the number of products contained in Merchant data feed on the 1st day of every month.

| | | |
|--|---------------|-----------|
| \$200 for First 5,000 records: | 1 x \$200.00 | \$200.00 |
| \$50 for each additional 10,000 records: | ___ x \$50.00 | \$____.00 |
| <hr/> | | |
| Total monthly service fee for "Free Merchant": | | \$____.00 |



Credit Card Authorization – [please note: charges will appear under PriceComparison.com]

DataFeedFile.com accepts MasterCard, Visa, Discover, and American Express for payment of certain fees. Complete this form, sign it, and fax it to 832-201-9364.

I, _____, hereby authorize DataFeedFile.com to charge my credit card account for the monthly recurring charges in the amount of USD \$ _____. I understand that this amount may change based upon a variable calculation located on Appendix A of the Merchant Service Agreement.

VISA MasterCard Discover American Express

Credit Card Number: _____

Expiration Date: ____ / ____ CID Code: _____

Credit Card Billing Address:

Street: _____

City: _____ State: _____

Zip Code: _____ - _____ Country: (if not US) _____

Telephone: () _____ - _____

Services Rendered:

The following services will be rendered by DataFeedFile.com to the signed entity above:

Data Feed Marketing,Tools and Services

As the credit card holder, I hereby authorize DataFeedFile.com / PriceComparison.com to charge for the services described above.

Cardholder's Signature: _____ **Date** ____/____/____

Your completion of this authorization form helps us to protect you. DataFeedFile.com will keep all information entered on this form strictly confidential.

[please note: charges will appear under PriceComparison.com]