

Last updated 10/01/12

White Pelican LLC SERVICES AGREEMENT

This Services Agreement ("Services Agreement") contains the terms under which White Pelican, a Colorado Limited Liability Company ("White Pelican" or "we"), will provide services to you.

This Services Agreement is a legally binding agreement.

You must be a resident of the United States (including any of its territorial possessions) and eighteen (18) years if you desire to sign for Services with White Pelican.

For additional information regarding Service offerings, rates and pricing, payment methods, costs and expenses, cancellation, scheduling appointments, and other terms applicable to particular White Pelican services, please see the "Services" and "Rates & Policies" sections on our web site:

www.WhitePelicanService.com (the "Site"). Our Services are provided subject to such Service Information, as it may be amended from time to time and posted on the Site, which Services is hereby incorporated by reference. For example, we may add to, eliminate or modify our Service offerings at any time. In addition, please be advised that this Services Agreement is subject to change at any time, and any revised Services Agreement shall be posted on the Site.

By requesting or purchasing Services, you agree that you have read and understand, and agree to be bound by, this Services Agreement, the Terms of Use and the Service Information.

Any change to this Services Agreement or to our Service offerings will not be applied retroactively to Services previously ordered and paid for, but will be applicable to any new Services ordered as well as to any renewal or modification of your existing Services. EXCEPT AS STATED IN THE PRECEDING SENTENCE, IF ANY MODIFICATION TO THIS SERVICES AGREEMENT OR THE SERVICE INFORMATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS SERVICES AGREEMENT. Your ordering of new Services or modification or renewal of any existing Services after posting of any revised Services Agreement or Service Information on the Site constitutes your consent to such changes. Accordingly, you should visit the Site periodically to check for changes to the Service Agreement or Service Information and to familiarize yourself with the most current versions of such information. When we make changes to this Services Agreement, we will revise the "last updated" date at the top of the Services Agreement.

Services. White Pelican agrees to provide, and you agree to pay for, the Services you request. All Services are accepted upon delivery. White Pelican reserves the right to refuse certain service requests for any reason and will not perform any

requests which, in our sole discretion, are illegal, unethical, immoral, or would impose an excessive or unreasonable demand on our resources. Your reasonable cooperation is also required to enable delivery of Services requested by you.

Warranties. White Pelican will perform all Services with reasonable care and professionalism, and will use reasonable efforts to comply with your instructions that are consistent with this Services Agreement and the Service Information. EXCEPT AS EXPRESSLY STATED IN THIS PARAGRAPH, THE SERVICES ARE PROVIDED "AS IS," AND WHITE PELICAN MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, ABOUT THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. IN ADDITION, CERTAIN TOOLS OFFERED ON THE SITE, SUCH AS ONLINE SCHEDULING, MAY BE UNAVAILABLE OR EXPERIENCE ERRORS OR DEFECTS FROM TIME TO TIME, AS STATED IN THE GENERAL TERMS. WHILE WHITE PELICAN WILL ATTEMPT TO CORRECT SUCH ERRORS AND DEFECTS, OR RESCHEDULE YOUR SERVICES, AS THE CASE MAY BE, YOUR USE OF ALL TOOLS, FEATURES AND FUNCTIONALITIES OF THE SITE IS SUBJECT TO THE TERMS OF USE.

Referrals. As a convenience, White Pelican may, from time to time, refer clients to accountants, lawyers, contractors, website developers, and other third parties with whom it has referral relationships. While White Pelican considers these persons trusted vendors and believes that they will provide a good quality of service, we will not be responsible or liable for their products, services, acts or omissions, including by reason of making the recommendation or referral. You agree to handle all disputes directly with such third parties and to hold White Pelican, its members, and employees harmless from any claims or losses. However, if you have an adverse experience with a third party, please notify us so that we may, in our discretion, contact the third party on your behalf and/or remove it from our list of trusted vendors.

Confidentiality. White Pelican believes in maintaining trust and confidence in client relationships.

All information received by White Pelican in relation to you shall remain confidential and, except as maybe required by law, White Pelican shall not, without your prior written consent, disclose or divulge to any third party any information of any nature whatsoever in relation to you.

Termination. Either of us may terminate the Services Agreement at any time by notifying the other, provided, however, that any termination by us absent your breach or other cause will not apply to Services previously ordered and paid for. All provisions of this Services Agreement except the "Services" paragraph will survive termination.

Payment. All payment is due when Services are rendered. In the event we do not receive timely payment, or if a check bounces, or there is a reversal of charges

on your payment card, we may immediately terminate this Services Agreement, stop performing the Services, and charge you for any costs or fees we incur. Any unpaid amounts will bear interest at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lesser. If White Pelican is required to bring a collection action to recover unpaid amounts and prevails in such action, we will also be entitled to recover our costs of collection, including reasonable attorney fees and court costs.

Limitation of Liability. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, BUSINESS, REVENUE, OPPORTUNITIES OR DATA, IN CONNECTION WITH THIS SERVICES AGREEMENT. YOUR MAXIMUM DIRECT DAMAGES RECOVERABLE IN CONNECTION WITH THIS SERVICES AGREEMENT OR THE SERVICES WILL BE LIMITED TO ANY FEES PAID TO US FOR THE SERVICES WHICH ARE THE SUBJECT OF YOUR ACTION OR PROCEEDING.

Miscellaneous. This Services Agreement, the Terms of Use, and the Service Information form the complete and entire agreement between the parties with respect to the Services provided under this agreement and supersede all prior and contemporaneous agreements, proposals, communications and understandings with respect to such Services. White Pelican is not responsible for any errors, delays, or failure to perform the Services due to causes beyond our reasonable control, including, without limitation, storms, flooding, governmental or police action, strikes, Internet or telecommunications outages, transportation or public utility disruptions, and the acts or omissions of third parties. THIS SERVICES AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND ALL DISPUTES SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS RULES THEREOF. EXCLUSIVE JURISDICTION AND VENUE FOR THE ADJUDICATION OF ANY DISPUTES RELATING TO THIS SERVICES AGREEMENT SHALL BE IN THE STATE AND FEDERAL COURTS (INCLUDING THE APPELLATE COURTS) FOR THE STATE OF COLORADO AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION AND VENUE OF SUCH COURTS.