



Enrollment Form

Subscription Agreement

I understand that VendorTraQ is a subscription service that provides agreement & document management with a built-in tracking system to monitor expiration dates, vendor product quality, vendor representation, and billing practices.

VendorTraQ Professional	VendorTraQ Corporate	VendorTraQ Enterprise
Access and Storage of Contracts	Access and Storage of Contracts	Access and Storage of Contracts
E-Mail Alarm Notifications	E-Mail Alarm Notifications	E-Mail Alarm Notifications
Customized Reports	Customized Reports	Customized Reports
State of the Art Web-Based Tracking System	State of the Art Web-Based Tracking System	State of the Art Web-Based Tracking System
1 User License (*)	2-4 Users Licenses (*)	5-10 Users Licenses (*)
(**)	Research and Acquisition of Contracts not on hand	Research and Acquisition of Contracts not on hand
	Quality Reporting and Incident Handling Feature	Quality Reporting and Incident Handling Feature
(***)	Quarterly Compliance Review (QCR)	Quarterly Compliance Review (QCR)
		Agreement Pre-Signature Review
\$29.99 set up fee per agreement	\$24.99 set-up fee per agreement	\$19.99 set up fee per agreement
\$5/ agreement monthly fee	\$7 / agreement monthly fee	\$9 / agreement monthly fee
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(*) \$19.95 / month for each additional user license

(**) \$19.95 / agreement for research and acquisition if not on hand

(***) \$125 / hour agreement pre-signature review

Yes, Please conduct a "no cost" rate review on our contracts and agreements to see if we are getting the best value or market price for our products and services. Refer to Item # 9 under agreement terms and conditions for details.

Enrollment Information

Company Name			
Address			
City, State, Zip Code			
Phone		Fax	

Key Contacts

	Name / Title	Email	Phone or Cell Phone
Contract Manager 1			
Contract Manager 2			
Incident Handling Manager 1			
Incident Handling Manager 2			

Billing

Annual Billing Cycle

Monthly Billing Cycle

Accounts Payable / Controller Name	Send bills to this E-mail address	Fax # to send bills

I have been provided, read and agree to the Terms and Conditions outlined in the VendorTraQ service agreement.

_____/_____/_____/_____
 Name (signed) Name (print) Title Date

PLEASE FAX COMPLETED FORM TO 1-888-YOU-TRAQ (1-888-968-8727)

This Contract Management and Service Quality Tracking Agreement (the "Agreement") is entered into the date listed on reverse ("Effective Date") by and between Worldwide Competitive Edge, doing business as "VendorTraQ", a California Limited Liability Company with principal address at 3031 Stanford Ranch Road, Suite 2-229, Rocklin CA 95765 ("VendorTraQ") and the Company on the reverse as follows:

1. **Background and Purpose.** VendorTraQ is engaged in the business of providing on-line, single source data management for its customers through the archiving of contracts, maintenance of agreements, policies, leases, disclosure agreements, patents, warranties where applicable, other business documents hereunder (collectively "Documents"). The Company desires to engage VendorTraQ to provide such services in accordance with the terms and provisions hereof.

2. **Engagement.** Subject to the terms and conditions of this Agreement, the Company hereby engages VendorTraQ to perform the Services, as described and set forth herein, and VendorTraQ hereby accepts such engagement. VendorTraQ's services and duties hereunder (collectively "Services"), term of engagement, compensation and provisions for payment thereof will be as set forth herein, which may be amended in writing from time to time, or supplemented with subsequent arrangements for Services to be rendered by VendorTraQ as specifically agreed to by the Company in writing and attached as an addendum to or amendment to this Agreement, and which collectively are hereby incorporated by reference.

3. **Term and renewal.** The term of this Agreement shall commence on the date of this agreement and expire 30 days after the longest contract expiration date for the "Documents" managed under this agreement. Either party may terminate this Agreement, with or without cause, at any time by thirty (30) working days' written notice to the other party. The Company may renew for successive terms for each Site (as defined as follows: The greater of the longest contract expiration date or one year, unless this Agreement is terminated prior thereto. The provisions of Sections 4, 5, 7, 8, 9, 11-15 (inclusive) and any other provisions that by their terms anticipate survival shall survive the termination of this Agreement.

4. **Fee and Payment Terms.** The Company agrees to pay VendorTraQ a fee based on the amount of "Documents" managed and tracked by the process and described in the fee schedule on VendorTraQ enrollment form. VendorTraQ is entitled to a set up fee and scheduled payments commencing on the date of this Agreement. Company shall pay to VendorTraQ any Fees due within thirty (30) days of receipt of an invoice from VendorTraQ in U.S. dollars and in immediately available funds. Any unpaid balances begin to accrue interest at the simple annual rate of ten percent (10%) on the date, which is ten (10) days from the date of the invoice.

5. **Records and Reports.** During the term of this Agreement and for a minimum of two (2) years after the termination of this Agreement, the Company shall maintain a complete, clear and accurate record of all Documents relating to this Agreement if provided to VendorTraQ by Company.

6. **Communications.** VendorTraQ shall report to the designated Company agent(s) via e-mail alarms, notifications, or messages in performing the Services unless otherwise designated on the front page of this Agreement or as mutually agreed by the parties in writing. Company is responsible for notifying VendorTraQ of any changes to contacts provided after enrollment form has been submitted.

7. **Equipment; Access to Company Facilities; Third Party Assistants.**

7.1 **Equipment.** VendorTraQ has and will provide all necessary tools, supplies and equipment necessary to perform the Services. The Company will not be required to supply to VendorTraQ any such tools, supplies or equipment.

7.2 **Third Party Assistants.** VendorTraQ intends to utilize the services of persons other than employees of the Company to perform the Services as described herein and to assist VendorTraQ under this Agreement ("Third Party Assistants"), and VendorTraQ shall provide the list upon request to the Company. Third Party Assistants shall be determined in the sole discretion of VendorTraQ.

8. **Confidential Information.** Both parties acknowledge that during the specific engagement one party ("Receiving Party") will have access to and become acquainted with various trade secrets, inventions, intellectual property, innovations, source code, processes, information, records and specifications owned or licensed by the other party ("Disclosing Party") and/or used by the Disclosing Party in connection with the operation of its business. All files, records, documents, blueprints, specifications, computer files, information, letters, notes, media lists, original artwork/creations, notebooks, and similar items relating to the confidential information will remain the exclusive property of the Disclosing Party. The Receiving Party is in the business of retaining copies of the foregoing and therefore will maintain confidentiality policies and procedures similar to those maintained by VendorTraQ for its own confidential materials.

9. **Conflicts of Interest.** The Company represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Company and any third party. VendorTraQ is expressly free to perform similar or identical services for any other parties during the term of this Agreement, subject to VendorTraQ's duty of confidentiality under this Agreement. If opted by the Company in the Agreement, VendorTraQ will provide invoices and contracts to Bottomline Consulting Group (part of Worldwide Competitive Edge, LLC) for market study rate reviews at no charge to the Company to evaluate the best price and terms for future savings engagements.

10. **Independent Contractor.** This Agreement will not render VendorTraQ an employee, partner, or joint venturer with the Company for any purpose and VendorTraQ does not have the authority to bind the Company in any manner. VendorTraQ is and will remain an independent Contractor in its relationship to the Company.

11. **No Liability for Vendors.** The Company agrees and acknowledges that it retains the sole responsibility for determining the appropriateness of third party vendors and service suppliers and the Company understands and acknowledges that VendorTraQ is not the provider of third party services or goods and that VendorTraQ does not warrant third party vendor products or services in any manner. Company acknowledges and agrees that Company's sole and exclusive remedy shall be the third party warranties. VendorTraQ's sole responsibility is for archiving provided Documents and documenting quality performance reports and is not liable for any costs associated with penalties or price increases relating to expired or terminated agreements the Company fails to negotiate by the necessary dates.

12. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.** VENDORTRAQ MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED AND THE LIABILITY OF VENDORTRAQ, IF ANY, FOR DAMAGES RELATING TO THE SERVICES SHALL BE LIMITED TO THE ACTUAL FEE PAID BY COMPANY FOR SUCH SERVICE AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF VENDORTRAQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDORTRAQ SHALL NOT BE RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY FOR ERRORS OR OMISSIONS DUE TO INCORRECT OR ILLEGIBLE INFORMATION PROVIDED BY COMPANY OR VENDORS.

13. **Taxes.** VendorTraQ will be responsible for payment of all taxes and insurance applicable under existing laws, including, but not limited to, social security taxes, and federal and state and city income taxes with respect to the fees payable to VendorTraQ hereunder (but excluding any results with regard to taxes on the gross or net income or receipts of the Company).

14. **Information.** The Company represents and warrants to VendorTraQ that to the Company's best knowledge all information provided by the Company to VendorTraQ is true and correct and that the Company has the right to provide such information. The Company acknowledges that VendorTraQ is relying on the accuracy of such information in providing the Services and will immediately notify VendorTraQ in writing of any change in the accuracy of such information.

15. **Entire Agreement.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

16. **Arbitration.** Any dispute or issue arising under the terms of this Agreement (or breach hereof) that cannot be resolved by good faith negotiations between or among the parties may be submitted for final and binding arbitration in Sacramento, California pursuant to the Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be one. The arbitration shall proceed with due dispatch, and a decision shall be rendered within sixty (60) days after commencement of the arbitral proceeding. The arbitration decision shall be in such written form that a judgment may be entered on it in any court of competent jurisdiction. This agreement to arbitrate is specifically enforceable, and the award rendered by the arbitrator is final and binding on the parties to this Agreement and may be made the basis for entry of a judgment.

17. **Miscellaneous.** All of the provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. The laws of the State of California, without reference to conflict of law provisions, will govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. Waiver by one party hereto or breach of any provision of this Agreement by the other will not operate or be construed as a continuing waiver. VendorTraQ will not assign any of VendorTraQ's rights under this Agreement, or delegate the performance of any of VendorTraQ's duties hereunder, without the prior written consent of the Company. Any and all notices, demands, or other communications required or desired to be given hereunder by any party will be in writing and will be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice will be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice will be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given at the address listed on the front page hereof. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above. No amendment, change or modification of this Agreement will be valid unless in writing signed by the parties hereto. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement will nevertheless remain in full force and effect. If the services of an attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party to this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party will be entitled to attorneys' fees, costs and other expenses, addition to any other relief to which such party may be entitled.