STANDSTILL AGREEMENT

This Agreement is made and entered into by and between _____,
("Party 1") and _____ ("Party 2").

Party 1 and Party 2 are considering entering into a business transaction between them.

NOW THEREFORE FOR AND IN CONSIDERATION OF the mutual exchange of information, the anticipated business transactions between the parties, and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

STANDSTILL OBLIGATIONS
Party 1 hereby covenants and agrees that during the Standstill Period, Party 1 will:
_____
_____.

STANDSTILL PERIOD
This Agreement shall commence become effective on _____ and shall continue in full force and effect until either party delivers to the other party written notice terminating this Agreement, not less than seven (7) days prior to the effective date of termination (the "Standstill Period").

ASSIGNMENT
The parties shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the other and any attempt by any party to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

NOTICES
Any notices, bills, invoices, or reports required by this Agreement shall be sent by certified postal mail to the parties at the addresses listed below.

Party 1:

_____

_____

_____

Party 2:

_____

_____

_____

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GOVERNING LAW
This Agreement shall be bound and governed by the laws of the State of _____.

DISPUTE RESOLUTION
All disputes under this Agreement shall be settled by arbitration before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

SEVERABILITY
If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

LIMITATION OF LIABILITY
IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED _____.

INDEMNIFICATION
Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorney's fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

ENTIRE AGREEMENT; AMENDMENT
This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

WAIVER

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

In acknowledge of this Standstill agreement, the parties have signed this document on the dates signed below.

Party 1:

_____

Date _____

Party 2:

_____

Date _____

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