

AGREEMENT FOR USE OF COMMUNITY BULLETIN BOARD

This Agreement (the "Agreement") is entered into by and between Mobius, Inc. ("Mobius") and _____ ("Posting Party"). In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. DESCRIPTION OF SERVICE

Mobius provides the Posting Party with access to a community bulletin board ("CBB") through its network. The Posting Party is allowed to post on the CBB public information and news materials.

2. LICENSE FOR USE OF MATERIALS POSTED ON CBB

With respect to all materials the Posting Party elects to post to the CBB, the Posting Party grants Mobius a royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

3. INDEMNITY

The Posting Party agrees to indemnify and hold Mobius, and its subsidiaries, affiliates, officers, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any material the Posting Party submits, posts to or transmits through the CBB. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive termination of this Agreement.

4. MODIFICATIONS TO SERVICE

Mobius reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the CBB (or any part thereof) with or without notice. The Posting Party agrees that Mobius shall not be liable to the Posting Party or to any third party for any modification, suspension or discontinuance of the CBB. Mobius may delete for any reason or for no reason any material on the CBB.

5. TERMINATION

The Posting Party agrees that Mobius, in its sole discretion, may terminate the Posting Party's use of the CBB and/or remove and discard any content within the CBB, for any reason.

6. DISCLAIMER OF WARRANTIES

The Posting Party understands and agrees that the use of the CBB is at their own risk and the CBB is provided on an "as is" and "as available" basis. Mobius specifically disclaims all warranties of any kind whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

7. LIMITATION OF LIABILITY

The Posting Party expressly understands and agrees that Mobius shall not be liable for any damages resulting from the use of the CBB by the Posting Party or any other matter relating to the CBB.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the _____ day of _____, 20____.

Mobius, Inc. ("Mobius")
a Nebraska corporation

By: _____
Title: _____
("Posting Party"),

By: _____
Title: _____