

Linden Lab operates the online 3D virtual world of Second Life, which organizations increasingly use for communication, collaboration, events, and training. Businesses, educators, government departments, and nonprofits are realizing the power of Second Life, and they often want third parties to help them use Second Life effectively — from providing strategic advice, to creating content and experiences for Second Life, to seamlessly integrating virtual-world activities with real-world operations.

Some third-party service providers have a reasonable level of familiarity and skill relating to enterprise use of Second Life, and they desire a standardized designation indicating that they offer expertise specific to Second Life and have met certain requirements set by Linden Lab. To allow approved participants to indicate a standardized, minimum level of aptitude specific to Second Life, Linden Lab created the Second Life Grid Solution Provider Program (the “Program”) with different Program designations depending on the capability and experience demonstrated by the participant. Companies accepted in the Program may use the applicable Program Logos to designate satisfaction of certain relevant minimum criteria specified by Linden Lab.

**GOLD SOLUTION PROVIDER PROGRAM
MEMBERSHIP AGREEMENT**

This Membership Agreement (“Agreement”) is made by and between Linden Research, Inc. at 945 Battery Street, San Francisco, CA 94111 U.S.A. (“Linden Lab”), the operator of the Program, and the entity listed below interested in participating in the Program (the “Entity” or “You”). The Agreement is effective as of the date of confirmed written approval by Linden Lab of Your participation in the Program after payment of all applicable Program fees (the “Effective Date”).

Entity Name: _____

Individual to Contact: _____

Second Life Name: _____

Street Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Telephone: _____ Fax: _____

Email: _____

Website URL: _____

SLurl Link: _____

(provide the SLurl for Your space in Second Life)

This Agreement describes the terms and conditions under which Linden Lab offers You the ability to participate in the Program. This Agreement may be translated into different languages for Your convenience only, but only English will be the controlling language. This Agreement is in addition to the Second Life Terms of Service and, if You are using

application programming interfaces provided by Linden Lab in connection with Second Life, the Second Life API Terms of Use.

In order to join the Program, You first need to meet all Program qualifications and pay all applicable Program fees, all as described in this Agreement, and You must read and agree to the terms of this Agreement by signing and dating the signature block at the end of this Agreement and returning the Agreement to Linden Lab. If You do not agree to the terms of this Agreement, or if You do not meet the requirements or pay the Program fees as described herein, You are not allowed to join the Program, identify yourself as a Program participant, use any Program materials, including the Program Logos, or receive any other Program benefits which Linden Lab may offer Program members in its discretion. Further, if at any time You stop being a Program member, You must immediately cease using all Program materials and Program Logos and cease identifying yourself as a Program participant.

1 Definitions.

“Agreement” means this Membership Agreement between You and Linden Lab relating to the Program for the Designation.

“Agreement Term” means the term of this Agreement as provided in Section 7.1 herein.

“Annual Term” means a term of twelve consecutive months under this Agreement as provided in Section 7.1 herein.

“API Terms of Use” means the Second Life API Terms of Use, which govern use of application programming interfaces provided by Linden Lab in connection with Second Life, available at <http://secondlifegrid.net/technology-programs/virtual-world-api/tos>, including all policies linked to therein, which API Terms of Use are incorporated herein by reference and may be updated from time to time.

“Application” means the application form provided by Linden Lab to service providers who wish to apply to join the Program for the Designation.

“Confidential Information” means non-public information provided by Linden Lab to You related to the Program or Second Life as provided in Section 5.1 herein, and shall include, but not be limited to, Program materials and metrics and any information disclosed by Linden Lab pertaining to the Program, Program members, Enterprise Second Life Residents, or other users of Second Life.

“Customer” means a third party who has hired You to perform services or provide functionality with respect to Second Life.

“Designation” means the Gold Solution Provider designation, which Linden Lab established for service providers who comply with the requirements of Section 2 herein and the other terms of this Agreement.

“Effective Date” means the effective date of this Agreement, which is the date of confirmed written approval by Linden Lab of Your membership in the Program for the Designation after payment of all applicable Program fees as provided in Section 3 herein.

“Enterprise Second Life Resident” means an entity or organization, including but not limited to corporations, educational institutions, government bodies, and non-profit organizations, which uses or seeks to use Second Life.

“Good Standing” means that the Second Life account has not been delinquent in any payment obligations to Linden Lab or suspended or terminated for any violation of the Terms of Service, the Trademark Policies, the API Terms of Use, or any other policy of Linden Lab.

“Linden Lab” means Linden Research, Inc., the operator of the Program, located at 945 Battery Street, San Francisco, CA 94111 U.S.A.

“Program Logos” mean any of the logos developed by Linden Lab for the Program for the Designation, the terms of use for which are set forth herein.

“Restricted Information” means non-public information provided by Linden Lab to You related to the Program or Second Life which Linden Lab stamps, marks, or otherwise expressly designates as “RESTRICTED,” as provided in Section 5.1 herein.

“Second Life” means the online 3D virtual world owned and operated by Linden Lab, including but not limited to the software and technology that support the virtual world, known as the “Second Life Grid,” and the services that Linden Lab offers related to the virtual world.

“Second Life Website” means any of the websites or pages located at <http://secondlife.com> and <http://secondlifegrid.net>, including their subpages.

“Solution Provider” means an entity which has met the requirements, and maintains compliance with the terms, set by Linden Lab for the Program.

“Solution Provider Program” (or the “Program”) means the program established by Linden Lab documenting standardized, minimum levels of aptitude pertaining to Second Life to be offered by service providers who desire membership.

“Staff” means employees, contractors, and others You have hired or plan to hire to perform services for Customers on Your behalf.

“Terms of Service” means the Second Life Terms of Service, which govern use of and access to Second Life, available at <http://secondlife.com/corporate/tos.php>, including all policies linked to therein, which Terms of Service are incorporated herein by reference and may be updated from time to time.

“Trademark Policies” means the Second Life Brand Center Policies, including but not limited to the Guidelines for Using Linden Lab’s Trademarks, available at <http://secondlife.com/corporate/brand> and its subpages, including all policies linked to therein, which Trademark Policies are incorporated herein by reference and may be updated from time to time.

“You” (or the “Entity”) means the entity listed above interested in membership in the Program for the Designation.

2 Requirements for the Designation. To be eligible for the Designation, all of the following criteria must be met and maintained during the Agreement Term:

2.1 Experience with Enterprise Second Life Residents.

2.1.1 Prior Program Membership. You must have a minimum of six (6) months of prior Program membership during which time you maintained a listing in the Program directory on the Second Life Website showing that the category of services You offer is “Full Service” or “Consultant.”

2.1.2 Visible Service Offerings. You must visibly offer to Enterprise Second Life Residents services related to Second Life, provide verifiable proof of these services, and maintain that offering visibility for the Agreement Term. At a minimum, proof must include (i) the URL of Your website where You describe the services You offer related to Second Life, and (ii) the SLurl of Your office or similar space in Second Life where You offer services related to Second Life. Additional proof for submission to Linden Lab may include business overview documents or whitepapers, data sheet collateral, or other marketing materials, publications, or presentations targeted towards Enterprise Second Life Residents.

2.1.3 Prominent Projects. You must have performed services for prominent projects related to Second Life for Customers who are Enterprise Second Life Residents, provide verifiable proof of these projects, and maintain that prominence of projects for the Agreement Term. Prominent projects include sizeable and/or high-quality projects recognized by the Second Life community as well as those conducted for large or visible Customers. At a minimum, proof must include a detailed description of three (3) of these projects conducted within the year before submission of Your Application to Linden Lab, including information about the Customer and the nature and location of the project. Additional proof for submission to Linden Lab may include images of, press coverage of, and awards received for the projects.

2.1.4 Customer References. You must provide a minimum of three (3) references from Customers who are Enterprise Second Life Residents who received from You services related to Second Life within the year before submission of Your Application to Linden Lab. References must not be from any member of Your Staff. You hereby authorize Linden Lab to contact Your references and inquire about the services You

provided to them.

2.2 Entity Information. You must submit to Linden Lab the completed Application and all information and materials requested in it, including but not limited to proof of the legal status of the Entity (You) requesting membership. The Entity (You) must not use any name, logo, or trademark that imitates, draws or plays on, is confusingly similar to, or uses any part of any Linden Lab trademark, name or logo, including but not limited to “Second,” “2nd,” “Life,” “SL,” or “Linden.” You agree to supply additional information and materials at Linden Lab’s request to verify Your compliance with this Agreement’s terms and requirements. You represent and warrant that the information and materials You provide Linden Lab in connection with Your Application and the Program are true and correct to the best of Your knowledge and belief.

2.3 Membership Obligations. You agree to meet with Linden Lab on a quarterly basis during the Agreement Term to discuss Your marketing efforts, service offerings, and projects for Customers. You also agree to attend, inworld or locally, events held by Linden Lab approximately quarterly for members of the Designation.

2.4 Continued Membership. To maintain the Designation, You must comply with any and all continuing requirements for the Designation as specified by Linden Lab from time to time. You acknowledge and agree that Linden Lab may modify requirements for the Designation, both initial and continuing, at any time in its discretion. Linden Lab will notify You via email (at the email address you provide Linden Lab) of any modifications affecting eligibility for the Designation that You hold. You will then have a reasonable period of time as specified by Linden Lab to comply with such updated requirements. Once granted, a Designation will remain valid for the Agreement Term provided You maintain compliance with all ongoing Designation and Program requirements. At the conclusion of each Annual Term, if you would like to continue as a member of the Designation, you must re-apply under the then-current terms for the Designation and Program.

2.5 Additional Terms. At all times during the year before submission of Your Application to Linden Lab, during the pendency of Your Application, and during the Agreement Term, all Second Life accounts held by You and Your Staff must have been and continue to be in Good Standing, although a brief and inadvertent delinquency or a minor violation of a Linden Lab policy that is promptly cured, as determined by Linden Lab in its sole discretion, will not prevent Program membership. Furthermore, you must at all times during the Agreement Term comply with the Program standards set forth below in Section 4, including without limitation the Code of Conduct (as defined below).

3 Fees. You must pay Linden Lab, and You hereby authorize Linden Lab to debit from the Second Life account You identified in Your Application as the account to be charged for, all applicable fees associated with the Program (e.g. for application, annual membership, etc.) as set forth in the fee schedule attached hereto as Exhibit A. All payments are entirely non-refundable and shall be made within the timeframes set forth in the fee schedule. To be clear, all payments must be made in advance of receiving any

Program benefits (e.g., membership, Program Logos, and any other Program benefits which Linden Lab may offer Program members in its discretion). All payments made by You under this Agreement shall exclude, and You shall pay, any sales use, excise, gross receipts or other taxes associated with such payments or this Agreement (excluding taxes based on Linden Lab's net income).

4 Standards.

4.1 You must at all times during the Agreement Term comply with the terms of this Agreement, including without limitation the Code of Conduct set forth in Section 4.4.

4.2 You must enter into and have signed written agreements with Your Customers that accurately describe the terms and conditions under which You offer, and Your Customers may receive, Your services (e.g., pricing, billing policies, response times, quality level, customer satisfaction, etc.), and You must comply with all terms and conditions that You pledge to Your Customers. Your terms and conditions must include without limitation (a) a privacy policy applicable to Your services consistent with industry best practices as provided in Section 5.5 below;¹ and (b) the agreement of Your Customers not to disclose to any third parties any Restricted Information which You obtain from Linden Lab and which You may disclose privately to Your Customers in private settings as provided in Section 5.1.2 below.²

4.3 You must comply with the Terms of Service and all other Linden Lab policies pertaining to Second Life, including but not limited to the API Terms of Use and Trademark Policies. All Second Life accounts held by You and Your Staff must be in Good Standing at all times during the Agreement Term, although a brief and inadvertent delinquency or a minor violation of a Linden Lab policy that is promptly cured, as determined by Linden Lab in its sole discretion, will not prevent Program membership. Further, You shall not take any action, make any recommendation, or supply any product or service that would cause or encourage Your Customers to violate the Terms of Service or any Linden Lab policy, and you shall in any event use your best efforts to encourage your Customers to comply with the Terms of Service and all other Linden Lab policies pertaining to Second Life, including but not limited to the API Terms of Use and Trademark Policies.

4.4 Code of Conduct. You agree to abide by the following minimum conduct

¹ For guidance on privacy policies consistent with industry best practices, consult TRUSTe's privacy policy materials titled "Your Online Privacy Policy" at <http://www.truste.org/pdf/WriteAGreatPrivacyPolicy.pdf>, and "TRUSTe Model Privacy Disclosures" at http://www.truste.org/docs/Model_Privacy_Policy_Disclosures.doc.

² For example, Your services agreement with Your Customers might include a provision along the following lines: "From time to time we may share with you certain non-public information which we identify as restricted information of Linden Research, Inc., the operator of the Second Life virtual world, which was provided to us through the Second Life Grid Solution Provider Program ("Restricted Information"). Under no circumstances shall you disclose any Restricted Information to any third parties or in any publication or public forum."

standards in Your Program-related dealings with others during the Agreement Term:

4.4.1 You will not represent yourself as a Linden Lab employee or agent of Linden Lab. Further, You will not imply an affiliation with Linden Lab or in any way suggest that Linden Lab is involved with or endorses your products or services.

4.4.2 You agree that any marketing, outreach, projects, or services that You choose to perform are Your responsibility and will not depend on any assistance from Linden Lab employees.

4.4.3 You will not use Your membership in the Program to market any services or solutions that do not use Second Life nor will You advocate to Your Customers services or solutions that are not needed to meet their objectives.

4.4.4 You agree that all business You conduct in Your capacity as a Program member, and all services You provide relating to Second Life, shall be performed in a manner that (a) avoids deceptive, misleading or unethical practices; and (b) does not harm the reputation of Second Life or Linden Lab.

5 Confidential and Restricted Information.

5.1 Confidential and Restricted Information Defined.

5.1.2 Confidential Information. “Confidential Information” is non-public information provided by Linden Lab to You related to the Program or Second Life, and shall include, but not be limited to, Program materials and metrics and any information disclosed by Linden Lab pertaining to the Program, Program members, Enterprise Second Life Residents, or other users of Second Life. In connection with Your receipt of Confidential Information, You agree not to disclose Confidential Information to any third party, and You shall use Confidential Information only as required to perform under this Agreement. Linden Lab may, but is not obligated to, stamp, mark, or otherwise expressly designate Confidential Information as “CONFIDENTIAL,” and the absence of any stamp, mark, or designation shall not negate or relieve You of Your obligations to safeguard Confidential Information.

5.1.2 Restricted Information. “Restricted Information” is non-public information provided by Linden Lab to You related to the Program or Second Life which Linden Lab stamps, marks, or otherwise expressly designates as “RESTRICTED.” You acknowledge and agree that You may only disclose Restricted Information privately in private settings to Your Customers who agree in a signed writing, as provided in Section 4.2 above, not to disclose the Restricted Information to any third party. At the time of any disclosure allowed hereunder, You must notify Your Customers that the information disclosed is Restricted Information and must not be disclosed to any third parties. Under no circumstances shall You disclose any Restricted Information in any publication or public forum or to any third parties who are not Your Customers.

5.1.3 Exceptions. “Confidential Information” and “Restricted Information” shall not include, and such limitations shall not apply to, information which (a) is or becomes publicly known through no act or fault of You, (b) You receive from a third party without a restriction on disclosure or use, or (c) You independently develop without reference to the Confidential or Restricted Information as evidenced by written records. To assist in identifying publicly known information, Linden Lab may, but is not obligated to, stamp, mark, or otherwise expressly designate such information as “PUBLIC.”

5.2 Requirements To Disclose Confidential or Restricted Information. Where Confidential or Restricted Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, You shall immediately notify Linden Lab upon learning of the existence or likely existence of such requirement and shall use reasonable efforts to avoid such disclosure and, if necessary, use reasonable efforts to obtain confidential treatment or protection by order of any disclosed Confidential or Restricted Information. Notwithstanding any contrary provision in Section 11.6 (“Notice”), notification to Linden Lab under this Section 5.2 should be provided by personal delivery on a same-day or overnight basis, overnight courier, confirmed facsimile, or confirmed e-mail. Your obligations hereunder shall survive the expiration or early termination of this Agreement for a period of three (3) years.

5.3 Destruction of Confidential and Restricted Information Upon Termination. Within ten (10) days of the termination of this Agreement, You shall destroy and certify such destruction to Linden Lab, all Confidential Information and all Restricted Information and all documents or media containing any such Confidential or Restricted Information and any and all copies or extracts thereof.

5.4 No Intellectual Property Rights; Injunctive Relief. Except as expressly set forth herein, no rights or licenses to any Linden Lab intellectual property rights are implied or granted under this Agreement. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential or Restricted Information and that Linden Lab shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

5.5 User Data. During the Agreement Term, You shall maintain a privacy policy applicable to Your services consistent with industry best practices. You will display Your privacy policy prominently on Your web site. Your use of any data given to You in Your role as a Solution Provider by Your Customers shall be governed by Your privacy policy.

6. LICENSES AND RESTRICTIONS.

6.1 Program Logo and Designation License. Subject to and expressly contingent upon compliance with the terms and conditions of this Agreement, upon the Effective Date and for the Agreement Term so long as You remain in compliance with all applicable continuing requirements for the Program and the Designation, Linden Lab hereby authorizes You to display the Program Logos and Designation (by displaying

“Member of the Second Life Grid (Your Designation) Program”) solely as provided in the Permitted Uses set forth below in Section 6.2. This license is nonexclusive, nontransferable, non-assignable, non-sublicenseable and royalty free. All rights not expressly granted herein are reserved by Linden Lab. You acknowledge Linden Lab’s sole ownership of the Program Logos and Designation, and that nothing in this Agreement, your performance as a Program member, or that may be implied by law gives You any right, title, or interest in the Program Logos or Designation. You agree to immediately cease all use of the Program Logos and Designation upon the expiration or termination of this Agreement.

6.2 Permitted Uses. Subject to the terms of this Section 6 (including without limitation the conditions set forth in Section 6.1 and the display criteria set forth in Section 6.3), You may display the Program Logos and the Designation only as follows: (a) on Your web site; (b) in Your office or similar space in Second Life; (c) on Your corporate data sheets (i.e., single page descriptions of Your Entity intended for third-party distribution); (d) in Your business proposals; (e) in Your company demos; (f) in Your event banners; and (g) in Your advertising for services You offer Customers relating to the Program (collectively, the “Permitted Uses”). You may not use any Program Logos as part of any text. You may not allow any of Your Customers to display or use the Program Logos or Designation.

You may not display or use any Program Logos or Designation in a manner that implies an affiliation with Linden Lab or in any way suggests that Linden Lab is involved with or endorses your products or services. Any use of the Program Logos, Designation, or any other protected material of Linden Lab not specifically authorized in this Agreement is not permitted without Linden Lab’s prior written approval.

6.3 Display Criteria. You agree to abide by the following display criteria:

6.3.1 Program Logos. After You become a Program member and pay all membership fees, Linden Lab will provide You with artwork and a style sheet for the Program Logos for use in accordance with the terms of this Section 6 and the style sheet provided. You may display the Program Logos only in the form Linden Lab provides to You. Without the prior written approval of Linden Lab, You may not modify or alter the Program Logos in any way, including proportions, colors, elements, white space, type or in any other respect. However, You MAY alter the size of the Program Logos to correspond to the size of the respective medium of each Permitted Use; provided, however, that in no event will the Program Logos be larger than 50% of the size of Your Entity’s logo displayed in such Permitted Use. You shall not use or display the Program Logos or Designation in such proximity to any of Your trademarks or third-party trademarks so as to create a combination or composite mark. You shall not form any combination marks with the Program Logos (or Designation) and any other mark.

6.3.2 Designation. You may display the Designation only in monochrome text in the format of “Member of the Second Life Grid (Your Designation) Program” (for example, if You are a Gold Solution Provider, then You may display “Member of the Second Life

Grid Gold Solution Provider Program”); provided, however, that in no event will this text be larger than 50% of the size of Your Entity’s logo displayed in such Permitted Use. You shall not display or use the Designation in any logos other than the Program Logos.

6.4 Restrictions. If You exceed the scope of the license granted herein or use the Program Logos or Designation in a manner that is misleading or reasonably objectionable to Linden Lab, Linden Lab may immediately terminate the foregoing Program Logos and Designation license, remove You from any Program directory, material, or marketing collateral, and/or terminate your membership in the Program and all Program benefits. Alternatively, instead of terminating the license in total, Linden Lab may specify that certain of Your uses may not contain the Program Logos or Designation. If Linden Lab modifies the Program Logos or Designation and requests You to modify any use accordingly, You shall make all requested modifications to Your digital content within seven (7) days, and to Your print materials within thirty (30) days.

6.5 General Restrictions. Notwithstanding anything contrary in this Agreement, You shall not: (i) collect personally identifiable information from any user or resident of Second Life (“Resident Data”) without their express permission; nor (ii) commercialize, sell, rent, lease, or give away any Resident Data.

7. TERM AND TERMINATION.

7.1 Term; Termination. The term of this Agreement shall be for an initial period of twelve consecutive months from the Effective Date, or the date of confirmed written approval by Linden Lab of Your membership in the Program for the Designation after Your payment of all applicable Program fees as provided in Section 3 above. Thereafter, You must submit another Application in order to maintain participation in the Program. Assuming you are approved again by Linden Lab for the same Designation, the Agreement will automatically extend for an additional twelve consecutive months, as measured from the date of Linden Lab’s written approval of your renewal after payment of all applicable Program fees. Each twelve-month term is referred to herein as an “Annual Term,” and the initial and any renewal Annual Terms are collectively referred to herein as the “Agreement Term”. In addition, this Agreement shall be terminable early if: (i) a party, or Your Staff, materially breaches this Agreement or any other agreement it has with Linden Lab, and, assuming the breach is susceptible to cure, does not cure such breach within thirty (30) days following written notice thereof from the non-breaching party; (ii) by Linden Lab immediately if You breach Sections 2, 4, 5, or 6; or (iii) by Linden Lab for convenience upon thirty (30) days prior written notice. Upon expiration or termination of this Agreement, all licenses and permissions granted hereunder and any other Program benefits which Linden Lab may offer Program members in its discretion shall immediately terminate, and You must immediately cease using all Program materials and Program Logos and cease identifying yourself as a Program participant.

7.2 Survival. The following Sections of the Agreement shall survive any expiration or termination of this Agreement: Section 3 (“Fees”), Section 5 (“Confidential and Restricted Information”), Section 6.4 (“Restrictions”), Section 6.5 (“General

Restrictions”), Section 7.2 (“Survival”), Section 8.2 (“Disclaimer”), Section 9 (“Indemnification”), Section 10 (“Limitation of Liability”), and Section 11 (“General”).

8. WARRANTIES; DISCLAIMER

8.1 REPRESENTATIONS AND WARRANTIES. You represent and warrant that, during the Agreement Term, You shall at all times comply with all laws and regulations applicable to Your products and services.

8.2 Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, LINDEN LAB DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LINDEN LAB DOES NOT REPRESENT OR WARRANT THAT SECOND LIFE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

9. Indemnification.

Linden Lab will indemnify You against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys’ fees (collectively, “Claims”) which You may incur as a result of any third-party actions arising from or relating to infringement by any Program Logos or Designation of a U.S. copyright, trademark right, or other intellectual property right of a third party or misappropriation of any third-party trade secret, except where such Program Logos or Designation have been modified without authorization and such modification is the basis of the Claim, or where You have used such Program Logos or Designation in excess of the rights granted, or in a manner not permitted, herein. Such indemnification will be Linden Lab’s sole and exclusive obligation and Your sole and exclusive remedy as a result of any third-party actions arising from infringement. You agree that Linden Lab will have no liability to You or any of your Customers, and that You will defend, indemnify, and hold Linden Lab, its subsidiaries and affiliates and their respective employees, officers and directors harmless from any and all Claims arising from or relating to (i) Your participation in the Program, including without limitation Claims related to Your Staff, and the promotion, performance, or sale of Your services; (ii) Your breach of this Agreement; (iii) Linden Lab’s termination of this Agreement pursuant to the terms herein; and (iv) infringement by any of Your marks, products or services of a U.S. patent, copyright, trademark right or other intellectual property right of a third party or misappropriation of any third-party trade secret, except where such item has been modified without authorization, and such modification is the basis of the Claim.

The foregoing obligations are conditioned on the indemnified party: (i) giving the indemnifying party notice of the relevant claim, (ii) cooperating with the indemnifying party, at the indemnifying party’s expense, in the defense of such claim, and (iii) giving the indemnifying party the right to control the investigation, defense and settlement of

any such claim, except that the indemnifying party will not enter into any settlement that affects the indemnified party's rights or interest without the indemnified party's prior written approval. The indemnified party will have the right to participate in the defense at its expense.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL LINDEN LAB, ITS SUBSIDIARIES OR AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING RELATING TO YOUR PROGRAM MEMBERSHIP OR DESIGNATION, FAILURE TO ACHIEVE OR MAINTAIN PROGRAM MEMBERSHIP OR DESIGNATION, USE OF OR INABILITY TO USE THE PROGRAM LOGOS OR DESIGNATIONS, OR ARISING FROM OR RELATED TO TERMINATION OF YOUR PROGRAM MEMBERSHIP, EVEN IF LINDEN LAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE EVENT OF A CLAIM UNDER SECTION NINE (9) ("INDEMNIFICATION"), IN NO EVENT WILL LINDEN LAB BE LIABLE TO YOU IN AN AMOUNT GREATER THAN ONE HUNDRED DOLLARS (\$100.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OF LIABILITY, SO THEY MAY NOT APPLY TO YOU.

11. GENERAL

11.1 Governing Law; Venue. This Agreement shall be construed in accordance with and governed exclusively by the laws of the State of California applicable to agreements made among California residents and to be performed wholly within such jurisdiction, regardless of such parties' actual domiciles and without regard to conflict of law principles. You agree that any cause of action arising under this Agreement shall be brought exclusively in a court in San Francisco, California.

11.2 Publicity. Without limiting the provisions of Section 5 ("Confidential and Restricted Information"), You shall not make any public statement regarding the terms of this Agreement, any aspect thereof, or the Program (except to indicate that You are a Member where applicable) without Linden Lab's prior written approval, which may be withheld in Linden Lab's discretion.

11.3 Independent Contractors. This Agreement does not create, and nothing contained in this Agreement shall be deemed to establish, a joint venture between the parties, or the relationship of employer-employee, partners, principal-agent or the like.

Further, neither party shall have the power to bind the other without the other's prior written consent, nor make any representation that it has any such power.

11.4 Assignment. You may not assign Your rights nor delegate Your duties hereunder without Linden Lab's prior written consent, and any attempt to do so will be null and void.

11.5 Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

11.6 Notice. Any notice under this Agreement shall be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed e-mail, or certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or e-mail. Notices shall be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this Section 11.6 ("Notice").

11.7 Entire Agreement; Waiver. This Agreement sets forth the entire understanding and agreement of the parties regarding the Program, and supersedes any and all oral or written agreements or understandings between the parties, as to the Program. The waiver of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach. Any modification to this Agreement shall be mutually agreed upon by the parties in writing. Notwithstanding the foregoing, or any contrary provision of Section 11.6, in the event Linden Lab modifies the Program, Linden Lab shall provide notice of any changes to Program members on the Second Life Website or, for changes affecting Program eligibility, through electronic transmission. Upon the posting or provision of such notice, the terms of this Agreement shall be modified in accordance with such changes. The terms of the Second Life Terms of Service remain in full force and effect, and shall govern Your use of Second Life. In the event of a conflict between this Agreement and the Second Life Terms of Service relating solely to the Program (or any element thereof), this Agreement shall govern; provided, however, in all other instances, the Second Life Terms of Service shall govern.

As an authorized representative of the Entity interested in joining the Program, I have read and agree to the terms of this Membership Agreement.

Name (Signature): _____

Name (Print): _____

Title: _____

Date: _____

Send the signed and dated Agreement (all pages) by mail, fax, or email to:

Linden Lab
Attn: Business Programs Team
945 Battery Street
San Francisco, CA 94111 U.S.A.
(fax) +1 415-243-9045
(email) goldspapps@lindenlab.com

If returning the Agreement by email, please send a PDF document bearing your signature.

EXHIBIT A
FEE SCHEDULE

Program Application Fee

The application fee for the Program:

- is a non-refundable fee of **USD \$125.00**;
- will be debited from Your Second Life account upon submission of Your Application for the Program to Linden Lab; and
- applies toward the annual fee for the Program if Linden Lab confirms Your eligibility for and invites You to participate, or renew Your membership, in the Program.

Program Annual Fee

The Program annual fee:

- is a non-refundable fee of **USD \$500.00**; and
- the fee balance of USD \$375.00, which is the annual fee of USD \$500.00 minus the application fee of USD \$125.00, will be debited from Your Second Life account seven (7) days after the date that Linden Lab writes You confirming Your eligibility for and inviting You to participate, or renew Your membership, in the Program.