

EXHIBIT A TERMS OF SERVICE

1. NATURE OF ENGAGEMENT. During the Term CarriereHR shall be considered an independent contractor of the Client.

2. PERFORMANCE AND SCOPE OF ENGAGEMENT

(a) Reliance. In the performance of its duties, CarriereHR may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to CarriereHR by the Client or its key employees and reasonably believed by CarriereHR to be genuine and authorized by the Client.

(b) No Practice of Law. CarriereHR will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, conform in all respects with applicable international, state or federal laws and regulations.

3. CONFIDENTIALITY

(a) Client Information. CarriereHR recognizes that certain confidential information may be furnished by the Client to CarriereHR in connection with its services pursuant to this Letter ("Confidential Information"). Carriere HR agrees that it will disclose Confidential Information only to those who, in CarriereHR's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of CarriereHR prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Letter by CarriereHR, or (iii) is or can be independently acquired or developed by CarriereHR without violating any of its obligations under this Letter. However, disclosure by CarriereHR of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Letter.

(b) Use of Names and Intellectual Property. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual

property of the other party without its prior written consent.

4. LIMITATION OF LIABILITY. In no event will CarriereHR be liable to Client (including its officers, directors, shareholders, employees, contractors, affiliates, successors and assigns), or to any third parties, for any consequential, indirect, punitive, exemplary, incidental, or special damages pursuant to this Letter. In addition, in no event will the total aggregate maximum liability incurred by CarriereHR pursuant to the terms of this Letter actually exceed the dollar amount actually paid to CarriereHR hereunder. This provision applies to the fullest extent permitted by applicable law.

5. NOTICES. Any notices, requests and other communications pursuant to this arrangement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, to the addresses identified in the Letter. Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

6. MISCELLANEOUS

(a) Severability. The various provisions of this Letter are severable and if any provision is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or parts thereof in this Letter.

(b) Entire Agreement; Amendment; Assignment. The Letter and the exhibit attached hereto constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Letter may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. The Letter and the exhibit attached hereto shall be governed by the laws of the State of Colorado without regard to conflict of law principles.

(d) Survival of Provisions. Sections 3, 4, 5 and 6 of these terms of service will survive the termination of this Letter.