

**Terms of Use
For Interquest Detection Canines® Intranet Support System
And End User License Agreement for Interquest Intranet Site**

**Between Interquest Holding Company
And**

Name of Franchise

This agreement (the "Agreement") is effective as of _____, 2003 (the "Effective Date"), by and between, located at _____ (herein "Licensee"), and Interquest Holding Company Inc., a Texas Corporation (Interquest), for the use by Licensee of the Interquest Intranet site located at www.gointranet.com/interquest (the "Site"). The Site is a private online communication system for Interquest personnel, authorized franchisees and affiliates. It is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties and the terms of this Agreement. The Site may only be used by Licensees who have agreed to the terms of this Agreement.

INTRODUCTION. Interquest Holding Company has developed a password controlled, restricted access, secure intranet that allows our franchisees to view and print portions of our confidential manuals, news articles and forms, to communicate with us and each other, and participate in discussion forums. We call this facility the Interquest Detection Canines® Intranet. The following are the terms of use of the Interquest Intranet and Agreement. Please read them carefully. When you return your signed agreement, we will issue a special user ID and two passwords to you. By logging onto the Interquest Detection Canines® Intranet site the first time and each subsequent time, you confirm that you are eligible to access the Interquest Intranet and you agree to observe and be bound by all the Terms of Use, as may be amended from time to time.

Because the Interquest Detection Canines® Intranet site will continually evolve and because we may change, supplement or delete any of its functions, we reserve the right to modify these Terms of Use. The Interquest Detection Canines® Intranet is owned and operated by Interquest Holding Company, Inc. and its affiliates. Questions concerning the Interquest Detection Canines® Intranet or its operation should be directed to the system administrator at the contact point listed below. We provide the Interquest Detection Canines® Intranet "AS-IS" and "AS AVAILABLE". We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any of your communications or settings. To use the Interquest Detection Canines® Intranet, you must be able to access the World Wide Web, and you must pay any Internet access fees associated with your access. You must also provide all equipment necessary to connect to the World Wide Web, including a computer and modem or other access device.

PASSWORDS AND SECURITY. You will receive your User ID, a level 1 password and a level 2 password from the system administrator for the Interquest Detection Canines® Intranet. Because anyone who uses your User ID and passwords gains access to our confidential Operations Manual and other confidential information, you must take care to maintain the confidentiality of your passwords and User ID.

Your User ID and passwords are unique to you. Neither you nor your employees may use another person's User ID and passwords to access the Interquest Detection Canines® Intranet or allow another person to use their User IDs or passwords. You should memorize your User ID and passwords. If you need to write them down, do not record your User ID at the same place you record your passwords. You are responsible for maintaining the confidentiality of your User ID and passwords, and you are responsible for all activities that occur under your User ID and passwords. If you are a franchisee, you are also responsible for the use your employees make of their User IDs and passwords.

You agree (a) to notify the system administrator immediately of any unauthorized use of your User ID or passwords, or any other breach of security that comes to your attention, and (b) to log out of your Interquest Detection Canines® Intranet account at the end of **each** session. We cannot and will not be liable for any loss or damage arising from your failure to comply with the requirements stated in this Section.

FRANCHISE AGREEMENT. Licensee (i) has entered into a Franchise Agreement with Interquest that is current and valid as of the Effective Date of this Agreement (the "**Franchise Agreement**") or (ii) is an approved and Authorized User of the Site as defined in the Site Policies. Licensee may have full or limited access to the Site based upon

Licensee's status as a franchisee, an employee of a franchisee or another Authorized User. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. This Agreement supplements and is subject to the Franchise Agreement and all policies and procedures adopted by Interquest Holding Co. and set forth in the Operations Manuals.

GRANT OF LICENSE. (a) Interquest hereby grants to Licensee, a non-exclusive, non-transferable, non-sublicensable license to use the Site on the terms and conditions set forth in this Agreement and Terms of Use, as may be revised from time to time by Interquest (the "**License**"). (b) Licensee acknowledges and agrees that use of the Site will require Licensee to have available certain computer hardware and software and Internet access, which may need to be upgraded or replaced periodically for the proper operation of the Site (the "**Required Equipment**"). Licensee may at the onset and/or from time to time incur certain expenses in order to obtain, upgrade, or replace such Required Equipment. Licensee hereby agrees to obtain the Required Equipment at its sole expense and to upgrade or replace the Required Equipment as needed to continue its access to the Site.

(c) Licensee acknowledges and agrees:

- (i) Not to disclose or transfer Licensee's password(s) to any other person, or to otherwise allow access to the Site by any person not granted a License thereto or approved as an Authorized User by Interquest.
- (ii) To be responsible for all activities that occur under Licensee's user name(s) and password(s) while using the Site. Licensee also agrees to accept responsibility for all activities that occur under the user name(s) and password(s) of Licensee's employees and Licensee's designated Authorized Users.
- (iii) To notify Interquest of any unauthorized use of Licensee's user name(s) or password(s) or any other breach of security that comes to Licensee's attention.
- (iv) To use the Site only for purposes authorized by Interquest, as it may revise such purposes from time to time. Interquest authorizes the use of the Site for communication between (a) Interquest Holding Co., its employees, franchise-related committees and associations, and Licensees, and (b) between Licensees, chain-related committees and associations.
- (v) To comply with the published operating procedures for the Site as provided on the Site.
- (vi) Not to use the Software to act as a service bureau or on behalf of unauthorized third parties.
- (vii) By becoming a Licensee, Licensee expressly consents to receive e-mail from Interquest, its employees, other licensees of Interquest, members of committees and associations relating to Interquest and representatives of companies that co-brand with Interquest Detection Canines®.

TERM. The License provided for herein shall be effective as of the Effective Date, and shall terminate (a) automatically upon the date Licensee's Franchise Agreement expires or is terminated by either party for any reason; or (b) upon any breach of this Agreement by Licensee. In the event that Licensee breaches any term of this Agreement, Interquest may immediately terminate this Agreement, without prior notice and without waiving any other rights. Interquest may reinstate this License in its sole discretion.

CONSIDERATION AND FEES. In consideration of the License granted herein, Licensee agrees to comply with all terms and conditions of this Agreement. Interquest reserves the right to charge a fee for certain optional goods or services which it may make available to Licensees through the Site. Interquest will provide Licensee with access for one Authorized User at no administrative cost to the Licensee. Licensee agrees to pay Interquest an annual administrative fee of \$200 for each additional Authorized User accessing the Site. Licensee must pay the annual administrative fee by credit card only at the time Licensee requests an additional Authorized User, and each fee thereafter on the anniversary date of the Effective Date of this Agreement. If the administrative fee for the first year is payable on a date other than the Effective Date or the anniversary date thereof, Interquest will prorate the annual fee based on the number of months remaining until the anniversary date of the Effective Date. Interquest reserves its right to adjust the administrative fee on an annual basis. Licensee will be limited to no more than 3 Authorized Users.

THIRD PARTY LICENSE AGREEMENT. Licensee acknowledges that any third party software required as part of the Required Equipment (the "**Third Party Software**") will be likely to require a separate license for use of that Third Party Software. As a condition to the License granted herein, Licensee agrees to obtain and maintain all required licenses for the Third Party Software during the Term of this Agreement.

PRIVACY AND DATA COLLECTION. We will record your User ID and passwords when we issue them to you. IFX International records each instance that your User ID and password are used to access the Site. IFX International may

also record the time and duration of each session of your User ID's use of the Site and the number of instances that you access certain information on the Site, for the purposes of resolving security concerns or disputed issues, and that information may be provided to Interquest. We will not provide information you provide about your customer base, customer profile and other demographic information to our advertisers or vendors. However, your first and last name will be transmitted with each message sent under your User ID. In addition, we will not provide your email address to any entity that is not our parent corporation or our subsidiaries or a person that works therefore. However, your email address and other personal information as provided on the Intranet will be available for other users of the Intranet.

CONFIDENTIALITY OF CERTAIN INFORMATION. You hereby acknowledge that Interquest Detection Canines® is the sole owner of all proprietary rights in and to the Interquest Detection Canines® Online Support System and each and every part thereof and all material and information now or hereafter revealed to you under the Interquest Franchise and Trademark Agreement(s) entered into between you and Interquest (collectively, the "Franchise Agreement") relating to the Site (as defined therein). You acknowledge that the products, methods of doing business, and other elements of Interquest, which may or may not be disclosed on the Site, are unique and distinctive and have been developed by Interquest at great effort, time and expense. You further acknowledge that the Site, in its entirety, constitutes trade secrets of Interquest, which are revealed to you on the Site in confidence, solely for the purpose of enabling you to establish and operate your franchise(s) in accordance with the terms of the Franchise Agreement. Such trade secrets include, but are not limited to, product catalogs, price lists, training manuals, policy manuals, sales promotion aids, business forms, accounting procedures, marketing reports, informational bulletins, and sample documents. You agree that you (a) will not reveal any of such trade secrets to any other person, firm, or entity, and (b) will not use any of such trade secrets in connection with any business or venture in which you have a direct or indirect interest, whether as a proprietor, partner, joint venture, shareholder, officer, director, or in any other capacity whatever, other than in connection with the operation of your Interquest franchise(s).

CONDUCT AND CONTENT. As a condition of your continuing use of the Site, you promise that you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use. We provide the Site to franchisees and our approved vendors only for exchanges of information and other uses directly related to Interquest. You may use the Site only for purposes related to the operation of your franchise and not for personal or unrelated business use. Any unauthorized use of the Site is expressly prohibited, and we reserve the right to delete inappropriate material and to suspend the account of any person who uses the Site for an unauthorized purpose.

You should understand that all messages, data, text, photographs, graphics, video and other materials or information transmitted via the Site (except information that we post), whether posted for general viewing or transmitted privately ("User Content"), are the sole responsibility of the person from which an item of User Content originated. If you upload, post, send a message or otherwise transmit any User Content, you are responsible for its compliance with these Terms of Use. Although we have the right to, we do not screen, edit or control User Content. We do not accept responsibility for the truthfulness, accuracy or suitability of User Content. Under no circumstances will we be liable in any way for any User Content, including errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, sent in a message or otherwise transmitted via the Site.

You agree not to use the Interquest Detection Canines® Intranet Site to:

1. upload, post, send in a message or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise offensive;
2. Impersonate any person or entity;
3. disguise the authorship or origin of any User Content you transmit;
4. upload, post, send in a message or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary information and confidential information);
5. upload, post, send in a message or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person;
6. upload, post, send in a message or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation;
7. upload, post, send in a message or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than normal, or otherwise act in a manner that

negatively affects other users ability to engage in orderly exchanges;
9. interfere with or disrupt servers or networks connected to the Site;
10. "stalk" or otherwise harass another; or
11. Collect, store or share personal data about other users.

We reserve the right, in our sole discretion, to block or remove any objectionable User Content that you transmit available via the Site. Without limiting the breadth of our right, you are advised that we have the right to remove any User Content that violates these Terms of Use, your Franchise Agreement or is otherwise objectionable (in our sole determination).

We store and preserve User Content in accordance with established policy and may disclose it if required by law or in the good faith belief that such disclosure is reasonably necessary (a) to comply with legal process, (b) to enforce these Terms of Use, (c) to respond to claims that any User Content violates the rights of third-parties, or (d) to protect the rights, property and personal safety of Interquest and its employees, and its franchisees.

We may transmit and store your User Content over various networks, computer servers and other technological means, and we may modify your User Content to conform and adapt it to technical requirements of connecting networks or devices. We will immediately suspend or terminate the rights of any User ID that we believe, in our sole discretion, is being used to disseminate spam or other unsolicited bulk messages. In addition, because damages are difficult to quantify, you agree to immediately pay us liquidated damages of \$5 for each piece of spam or unsolicited bulk messages transmitted under or otherwise associated with your User ID. We have the right, in our sole discretion, to discontinue sending hard copies of any material, notices, etc. provided or made available to you on the Interquest Intranet Site.

INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY AND HOLD Interquest, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, CO-BRANDERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY AND ALL CHARACTER THAT MAY RESULT FROM OR ARISE AS A RESULT OF A BREACH OF THIS AGREEMENT BY LICENSEE, INCLUDING BUT NOT LIMITED TO ANY AND ALL DIRECT AND INDIRECT LOSS, DAMAGE, LIABILITY, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COSTS OF DEFENSE, INCIDENTAL DAMAGES AND CONSEQUENTIAL DAMAGES.)

LIMIT OF LIABILITY. IN NO EVENT WILL Interquest BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, EVEN if Interquest OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE ENTIRE LIABILITY OF Interquest AND ITS SUPPLIERS UNDER THIS AGREEMENT WITH RESPECT TO THE SITE SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SPECIFIC GOODS OR SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. You are responsible for maintaining the confidentiality of your User ID, passwords and account, and for all activities that occur under your account. You indemnify and agree to defend and hold us, and our subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party with respect to or arising out of User Content that you submit, post to or transmit through the Iceberg Drive Inn Intranet, your use of the Iceberg Drive Inn Intranet, your violation of these Terms of Use, or your violation of any rights of another. You agree not to settle any such claim or incur any liability or admission of guilt on our behalf without our consent. We reserve the right, at our expense, to assume the defense and control of any matter subject to indemnification by you.

OWNERSHIP OF INTELLECTUAL PROPERTY. As between Licensee and Interquest, Interquest shall have the exclusive ownership of the Site, and everything posted or communicated thereon, and all copies thereof. Licensee agrees to assign, and hereby assigns all right, title and interest in and to anything posted or communicated on the Site by Licensee, including but not limited to communications, graphics, and ideas, and the copyrights thereto, if applicable. Interquest reserves all rights not expressly granted under this Agreement.

USE AND STORAGE. We may establish general practices and limits concerning use of the Site, including the maximum number of days that any messages, message board postings or other uploaded User Content will be

retained on or by the Site. We disclaim any responsibility or liability for the deletion or failure to store any messages and other communications or other User Content maintained or transmitted by the Site. We have the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

The Interquest Detection Canines® Intranet Site and the information contained or referred to herein does not constitute an offer or a solicitation of any offer for the purchase or sale of any securities or franchises.

The Interquest Detection Canines® Intranet Site may contain information and press releases about and by Interquest. While information prepared by us was believed to be accurate as of the date so prepared, we disclaim any duty or obligation to update such information or to verify the accuracy of information prepared by others. Any statements on the Interquest Detection Canines® Intranet Site that are not historical facts, including but not limited to plans, projections, objectives, goals, strategies, future events or performance and underlying assumptions, are forward-looking statements as provided in the rules and regulations of the Securities Act of 1933, Securities Exchange Act of 1934, and the Private Securities Litigation Reform Act of 1995. Such statements are intended to fit within the safe harbor for forward-looking information and is subject to material risk factors which may or may not be disclosed herein. Statements or phrases that use such words as "believes", "anticipates", "plans", "may", "hopes", "can", "will", "expects", "estimates", "predicts", "is designed to", "with the intent", "potential", and similar expressions commonly indicate forward-looking statements, but in their absence do not mean that a statement is not forward-looking. Any forward-looking statements contained herein involve risks and uncertainties, including but not limited to, general economic and currency conditions, various conditions specific to the Company's business and industry, market demand, competitive factors, supply constraints, technology factors, government and regulatory actions, our accounting policies, future trends, and other risks which are detailed in our Securities and Exchange Commission filings.

MODIFICATIONS. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any of its features), with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

TERMINATION. We may suspend your password, your user account or other use of the Site, and remove and discard any of your User Content if you violate these Terms of Use. Any violation or breach of these Terms of Use by you or your employees will be deemed a breach of your Franchise Agreement. If you repeatedly breach these Terms of Use, we may terminate your password, user account or other use of the Site. We will terminate your password, user account and other use of the Site when you are no longer an Interquest franchisee. We shall not be liable to you or any third-party for any termination or suspension of your access to the Site

GOVERNING LAW AND ATTORNEY'S FEES. This Agreement shall be governed by the provisions hereof and by the laws of the State of Texas. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

VENUE. Harris County, State of Texas shall be the exclusive venue for any judicial relief, claim or cause of action which arises under or by virtue of this agreement, whether the action is on the agreement, or for breach of the agreement, or whether the action is for declaratory, injunctive, or other equitable relief.

ORDERS. The Licensee will determine which Authorized User(s) may submit an order using the Site. Orders placed using the Site by the Licensee will be deemed "received" by Interquest when the order is retrieved by Interquest. An order is "retrieved" when Interquest opens the email containing the order.

LINKS AND ADVERTISERS. Interquest may link the Site to the websites of third parties, including, other electronic service providers, affiliates and other providers of goods and services. Interquest is not responsible for the availability of such external sites or resources, and Interquest neither endorses nor assumes any responsibility for any content, advertising, products, or other materials on or available from such sites or resources. Interquest will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Your business dealings with, or participation in promotions of, advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations

associated with such dealings, are solely between You and the advertiser. Interquest shall not be responsible or liable for any loss or damage of any kind that You may incur as the result of any such dealings or as the result of the presence of such advertisers on the Site.

Interquest may place legal notices, disclaimers, corporate logos and slogans, advertisements, endorsements, trademarks, and other identifying information on the Site, all of which Interquest may modify, expand or eliminate at Interquest's option. All consideration (monetary and non-monetary) received by Interquest on account of the placement or sale of advertisements, endorsements and sponsorships on the Site will belong only to Interquest.

NO WARRANTY. Interquest PROVIDES THE SITE AND THE INTRANET MATERIALS "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. THE SITE AND THE INTRANET MATERIALS MAY INCLUDE TECHNICAL INACCURACIES AND/OR TYPOGRAPHICAL ERRORS. Interquest MAY MAKE CHANGES OR IMPROVEMENTS TO THE SITE AND/OR THE INTRANET MATERIALS AT ANY TIME. Interquest DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MGW DOES NOT WARRANT THAT THE FUNCTIONS OF THE SITE, THE INTRANET MATERIALS OR DOWNLOADABLE SOFTWARE AVAILABLE ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER AVAILABLE OR ANY DOWNLOADABLE SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL PROGRAMS. MGW DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SITE AND THE INTRANET MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY OR OTHERWISE. THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT THAT APPLICABLE LAW PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES.

LIABILITY LIMITATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Interquest, ITS DIRECTORS, EQUITY HOLDERS, OFFICERS, EMPLOYEES, AGENTS, LICENSEES (EXCLUDING YOU), SUBLICENSEES (EXCLUDING YOU), AFFILIATES NOR ANYONE ELSE INVOLVED IN THE DEVELOPMENT OR DISTRIBUTION OF THE SITE OR THE INTRANET MATERIALS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT; INCIDENTAL; OR CONSEQUENTIAL DAMAGES FOR PERSONAL INJURY, PERSONAL PROPERTY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF TEXT OR THE COST OF RECOVERING OR REPRODUCING THE TEXT OR DATA, OR ANY OTHER PECUNIARY LOSS, ARISING FROM OR OUT OF THE USE OR INABILITY TO USE THE SITE OR THE INTRANET MATERIALS. THIS LIABILITY LIMITATION APPLIES EVEN IF YOU OR ANYONE ELSE HAS ADVISED MGW OR ANY OF ITS AUTHORIZED REPRESENTATIVES OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH IS CAUSED BY, ARISES OUT OF OR RESULTS FROM THE ORDINARY, STRICT, SOLE OR CONTRIBUTORY NEGLIGENCE OF MGW OR ITS DIRECTORS, EQUITY HOLDERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU HEREBY AGREE THAT Interquest IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO YOUR COMPUTER OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM DOWNLOADING OR USE OF THE SITE, THE INTRANET MATERIALS OR ANY DOWNLOADABLE SOFTWARE. ALSO, YOU HEREBY AGREE THAT Interquest SHALL NOT BE LIABLE FOR ANY VIRUS, "**BUG**" OR OTHER SOFTWARE OR HARDWARE MALFUNCTION RESULTING FROM USE OF THE SITE, THE INTRANET MATERIALS OR ANY DOWNLOADABLE SOFTWARE.

CONTACT INTERQUEST. If You have any questions regarding this Agreement, the enclosed materials, or otherwise, please contact in writing:

Marygrace Huber
Interquest Detection Canines®.
21900 Tomball Parkway
Houston, Texas 77070

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Licensee and Interquest with respect to the Site, and replaces all other representations regarding the Site. This Agreement may be modified by Interquest by posting such modification(s) on the Site in the Site Policies. If Licensee does not agree to any

modification set forth in the Site Policies, Licensee shall immediately cease use of the Site and notify Interquest of its termination of this Agreement. Continuation of use of the Site following posting of any modification of this Agreement or the Site Policies shall confirm Licensee's consent to the modifications. The section titles in this Agreement are for convenience only and have no legal or contractual effect. If any part of this Agreement is held to be unenforceable as written, it will be enforced to the maximum extent allowed by applicable law, and will not affect the enforceability of any other part.

Interquest Holding Company, Inc., a Texas corporation

By: _____

Name: Michael Ferdinand

Title: Vice President

LICENSEE:

Franchise Name(s): _____

(Corporate, LLC or Partnership Licensee)

a(n) _____

By: _____

Name: _____

Title: _____

(Individual Licensee)

Name: _____

(Select the appropriate signature lines and mark out the unused signature block)

Copyright® 2003 Interquest Holding Co. Inc. All Rights Reserved

Please keep one copy for your records and return one signed copy for each anticipated authorized user to:

Marygrace Huber
Interquest Detection Canines®
21900 Tomball Parkway
Houston, Texas 77070