

**MASTER SERVICES AGREEMENT  
FOR SHOWCASE PROFESSIONAL  
SUPPORT SERVICES**

[REDACTED] ER [REDACTED] ED SOLUTIONS, INC.  
&  
[REDACTED] H [REDACTED] CE SPORTSWEAR, INC.

This MASTER SERVICES AGREEMENT FOR [REDACTED] SE [REDACTED] ROFESSIONAL SUPPORT SERVICES (this "Agreement"), made and entered into this 8<sup>th</sup> day of DECEMBER, 2000 by and between Fresh Produce Sportswear, Inc., a company incorporated under the laws of the state of Colorado, having a principal place of business at 2865 Wilderness Place Boulder, CO 80301 (hereinafter "Licensee"), and [REDACTED] ter [REDACTED] ed Solutions, Inc., a company incorporated under the laws of the state of Delaware, having a principal place of business at 1675 Broadway, New York, NY 10019, (hereinafter "CGS"), in support of the Software License Agreement, dated between the parties.

**Article 1 - TERM AND TERMINATION**

**1.1 Term.** This Agreement will become effective on the date first shown above and will continue in effect through the completion of each Services Schedule (as described in Section 3.1 hereof). In any event, this Agreement shall immediately terminate upon the termination of the Software License Agreement.

**1.2 Termination of Services Schedules by Licensee.** Licensee may, at its sole option, terminate any Services Schedule, or any portion thereof, upon thirty (30) days' advance written notice, upon material default by CGS. Licensee must specify the reason(s) for termination, and CGS shall have the right to cure the alleged default within the thirty (30) day period. Upon curing the default to the reasonable satisfaction of the Licensee, CGS shall resume performance. Upon receipt of a termination notice, CGS shall advise Licensee of the extent to which performance has been completed through such date, and collect and deliver to Licensee whatever work product then exists in the manner requested by Licensee. CGS shall be paid for all work performed through the date of termination, plus reasonable termination costs for shutting down its activities under this Agreement. Such costs may include, but not be limited to, administrative, legal and clerical expenses, personnel downtime, relocation and incentive payments, shutdown costs, and costs of settlement of any subcontracted work.

**1.3 Termination of Services Schedules by CGS.** CGS, may, at its sole option terminate any Services Schedule, or cease performance under a Services Schedule, in the event that an undisputed invoice submitted by CGS is more than fifteen (15) days past due. In the event an invoice is disputed, Licensee will promptly provide the basis of the dispute to CGS.

**1.4 Survival.** In the event of any termination of this Agreement, Articles 5, 6, 7 and 8.5 hereof shall survive and continue in effect.