

Exhibit B

Sample Master Services Agreement

VMWARE DISTRIBUTION PARTNER MASTER SERVICE AGREEMENT

Whereas The Quilt, Inc. (hereinafter "The Quilt") is a collaborative organization comprised of members selected through The Quilt's membership process, this Agreement ("Agreement") is entered into as of _____ (the "Effective Date"). The Quilt, for the benefit of each of the entities ("Authorized Buyers") listed on Exhibit A attached hereto who are members of The Quilt, and ABC Company, on behalf of itself and its affiliates ("Provider") ("Provider" and "The Quilt" are sometimes collectively referred to as the "Parties" and individually as "Party"). Exhibit A may be modified from time-to-time as necessary by The Quilt to reflect changes in the makeup of the Authorized Buyers who are members of The Quilt. The Quilt will provide Provider with notice of any changes to Exhibit A. This Agreement sets forth the terms and conditions under which Provider agrees to provide VMware and Related Products to Authorized Quilt Buyers.

Now, therefore, in consideration of the premises and mutual promises and representations contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Pricing Terms. The Provider shall offer to provide VMware and Related Service Offerings to the Authorized Buyers as described in more detail and in accordance with the pricing terms set forth on Exhibit B attached hereto ("Pricing Terms"). The Pricing Terms set forth on Exhibit B shall be available for a period of time not less than three (3) years from the Effective Date of this Agreement. The parties agree to amend the agreement to allow for industry and technology advances, and to add products and services to Exhibit B of this Agreement as mutually agreed in writing from time to time. Should Quilt and provider reach mutual agreement regarding pricing and/or discounts for any/all new products and/or services then the parties will add them to this Agreement by written amendment.

In the event Provider contracts with an Authorized Buyer at a price below those specified in the Pricing Terms under the same or better other terms, such lower price shall be provided in this Agreement by amendment. The lower price will apply only to new orders or renewals orders for services or solutions executed after the effective date of the amendment.

2. Service Orders. If and when an Authorized Buyer seeks to purchase the Services from Provider as described in this Agreement, Provider and each Authorized Buyer shall execute a separate written agreement for such provision of Services which shall specify the respective rights and obligations between the Provider and Authorized Buyer, and which shall include or incorporate the Pricing Terms and Administrative Framework as set forth in this Agreement.

3. Administrative Framework. The Parties agree to follow the administrative framework for supporting and monitoring this Agreement, and any separate agreements between Provider and Authorized Buyers entered into pursuant to Section 2, as set forth in Exhibit C attached hereto.

4. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, any legal or equitable rights hereunder.

5. Indemnification and Limitation of Liability. Notwithstanding anything to the contrary in this Quilt Agreement, in no event shall either Party be liable to the other Party (or to any Authorized Buyer) under this Agreement or any other agreement executed between Provider and Authorized Buyer for any damages whether incidental, direct, indirect, special, consequential, exemplary, or punitive, arising out of or relating to this Agreement or any of the services provided pursuant hereto, regardless of whether the respective Parties' had been advised or could have foreseen the possibility of such damages. Other than for claims caused by or arising by the intentional act or omission of The Quilt, Provider agrees, notwithstanding any provision to the contrary as set forth in this Agreement, to indemnify, defend and hold The Quilt, its officer, directors, employees, members, agents, contractors, successors and assigns harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney fees and expenses) by reason of any claims or actions by any third party arising out of this Agreement or any separate written agreement between the Provider and any Authorized Buyer for the provision of Services. Provider further acknowledges and agrees that The Quilt shall not provide any indemnification to the Provider, its affiliates, officers, directors, employees, agents and contractors, successors, or assigns, or to Authorized Buyers. Further, by executing this Agreement for the benefit of the Authorized Buyers, Provider agrees and acknowledges that The Quilt shall not assume any fiscal, legal or other responsibility to Provider or Authorized Buyers for the actual purchasing, contracting, engineering, or ongoing service arrangements, all of which must be executed in a separate agreement pursuant to Section 2 hereof.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue in effect thereafter for an initial term of three (3) years, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended for two additional 12-month sequential terms by mutual written agreement of the parties. The Quilt and Provider may each terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. Any such termination by The Quilt shall not affect any agreement between Provider and any Authorized Buyer.

8. No Warranties. ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY PARTIES.

9. Press Releases. Provider agrees that it shall not issue a press release or public announcement pertaining to the matters contemplated by this Agreement at any time,

unless the President and CEO of The Quilt project agrees otherwise in writing and agrees to the form and content of such press release or announcement. All such press releases or public announcements shall be approved within ten (10) business days of submission.

10. Choice of Law. The parties agree that this Agreement will be governed by the laws of the United States and the State of Washington without regard to its conflicts of laws principles. For resolution of any disputes arising out of this Agreement, the parties hereby consent to the exclusive jurisdiction of the state and federal courts located in King County, Washington.

11. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other, except with respect to an assignment by way of merger or sale of substantially all of a party's assets, and any attempt to assign this Agreement in violation of this Section shall be void and of no effect.

12. Miscellaneous. The Quilt, at its sole discretion and option, shall be entitled to terminate this Agreement at any time if upon the written advice of counsel, its continuation as a signatory to the Agreement may adversely affect its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Such withdrawal shall not affect any Individual Service Agreement executed by an Authorized Buyer. Such termination shall not be considered a breach of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

The Quilt, Inc., on behalf the Authorized
Buyers

PROVIDER NAME Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____