

MAC-TECH LLC SERVICE AGREEMENT

IMPORTANT, READ CAREFULLY BEFORE SIGNING: This Service Agreement (the "Agreement") is a legal agreement between you ("You" or "Your") and Mac-Tech LLC ("MT") for the provisions of services by MT (the "Services"). By executing this Agreement You agree to be bound by the terms hereof.

1. *Services:* Pursuant to the terms hereof, MT shall provide to You the Services listed or described in the attached Schedule A as well as any and all additional or recurring Services requested by You and/or Your respective company or organization. In the event that: (i) You request additional or recurring Services; or (ii) MT is required to provide certain Services above and beyond those listed in Schedule A in order to comply with industry best practices and/or prevent loss or damage to You, You agree that You shall compensate MT, according to its customary pricing schedule, as if such Services were originally requested by You. You shall make available, and grant access, to MT such hardware, software, systems, servers, drives, etc. of Yours as reasonably required for MT to perform the Services.

2. *Compensation:* You shall compensate MT pursuant to the prices, rates, fees, expenditures, and any and all other terms as listed in that attached Schedule A, which is incorporated by referenced and made a material part hereof. MT hereby reserves the right to amend the rates, fees and expenditures listed on Schedule A, for any reason or no reason, upon notice to You. Changes and amendments to said rates, fees and expenditures shall go in effect and be applied to all Services ordered thereafter. Unless otherwise specified in Schedule A, payment in full is due upon the provision of the Services. Notwithstanding the foregoing, MT reserves the right, in its sole discretion, to request payment in advance for certain Services. Interest on any and all unpaid amounts due and owing to MT shall accrue interest at the annual rate of 19% APR. You shall be charged a flat fee of \$30.00, in addition to any administrative fees or costs incurred by MT as a result of any dishonored check. MT hereby expressly reserves the right to withhold the provision of the Services upon an event of non-payment by You.

3. *Confidential Information:* Unless otherwise set forth herein, all of the Parties' Confidential Information (as defined below) shall be deemed confidential and proprietary. The Parties may use the Confidential Information only as permitted hereunder. The Parties shall not disclose or provide any Confidential Information to any third party, other than as permitted or required, and the Parties shall take reasonable measures to prevent any unauthorized disclosure of such Confidential Information by their respective employees, agents, contractors or consultants, including appropriate individual nondisclosure agreements. The foregoing duty shall survive any termination or expiration of this Agreement and shall continue thereafter indefinitely. The Parties agree that the non-breaching Party may seek and obtain injunctive relief against any breach or threatened breach of this section in addition to any other legal remedies that may be available. As used herein, the term "Confidential Information" shall mean (a) all information designated by either Party as confidential and which is disclosed to the other Party; and (b) any information relating to know-how, markets, customers, products, patents, inventions, procedures, methods, designs, strategies, plans, development efforts, assets, liabilities, prices, costs, revenues, profits, organization, employees, agents, resellers or business in general, or, the algorithms, programs, source codes, user interfaces and organization of a Party's products.

4. *No Warranties:* You understand that no warranties are provided in connection with the Services, and that Your acceptance of the Services is solely and exclusively at Your own risk. MT makes no warranties, express or implied, concerning the Services rendered. MT hereby excludes all implied warranties to the extent permitted by the law, including, specifically, any implied warranty arising by statute or otherwise in law or from a course of dealing or usage of trade. MT hereby excludes all implied warranties of merchantability, or of merchantable quality, or of fitness for any purpose, particularly, specific or otherwise, or of noninfringement, concerning the Services.

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5. *Limitation of Remedies:* You acknowledge that the fees actually paid to MT pursuant to this Agreement reflect the specific limitation and allocations of risk set forth herein and that, absent such specific limitations of liability, the fees that would be charged by MT in connection with the Services would be substantially greater and possibly render the transactions contemplated hereby economically impractical. MT's liability in connection with the Services or this Agreement shall in no event exceed the fees paid to MT by You for the Services which directly give rise to any damages to You. In no event shall MT be liable to You for any lost profits, lost savings, loss of goodwill or otherwise, or for exemplary damages special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for business interruption, loss of business information, work stoppage, computer failure or malfunction, or any other pecuniary loss) arising out of the Services, even if MT has been advised of the possibility of such damages. You further represent and warrant that you acknowledge and agree that there is an inherent risk to working with, and manipulating, digital data and systems. Included in such risk is the potential loss of data and/or loss of use of such data and systems, including such data and systems which are owned by, or licensed to You, by third-parties. In no event, shall MT be responsible for any loss of data and/or loss of use that occurs in connection with the provision of the Services. It shall be Your sole responsibility to back-up or otherwise save any and all data, software, information and other files stored on Your computers, drives, systems, servers, etc. or to otherwise take the necessary steps to insure yourself against such loss.

Additionally, in the event that You request, or the Services necessitate, MT to transfer Your digital data to a data carrier owned or operated by MT (the "Data Carriers"), in no event shall MT be liable for any loss of data due to failure or loss of said Data Carriers.

6. *Representations:* You represent and warrant that You and/or Your respective company has full authority to enter into this Agreement and comply with its terms. You further represent and warrant that: (i) You and/or Your respective company have all right, title and interest in and to any and all files, data, software, programs or information located on your computer, system or servers which MT may come into contact with while providing the Services; and (ii) You and/or Your respective company shall abide by the respective end user license agreements for any and all software, hardware and other materials that are provided to You by MT in the course of providing the Services.

7. *Work for Hire:* Any and all processes, models, systems or source code created by MT expressly for You, pursuant to this Agreement, shall be owned solely by You. Notwithstanding the foregoing, the knowhow, methodologies, processes, preparatory materials and other intellectual property utilized by MT in connection with the provision of the Services shall remain the sole and exclusive property of MT.

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8. *Miscellaneous*: If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the minimal extent necessary to make it enforceable. This Agreement shall be governed by and construed under the laws of the State of New York. This Agreement may only be modified pursuant to a writing executed by authorized representatives of each of You and MT. A waiver by MT of any of Your responsibilities to be performed hereunder shall not be construed to be a waiver of any succeeding breach thereof, or of any covenant herein contained. MT reserves the right to refrain from providing You any or all of the requested Services and instead refund your payment, wholly or in part, on the basis that Your technical needs or other requirements are unusual or extensive and beyond the scope of this Agreement as determined in MT's sole discretion. If any action or proceeding is commenced by either Party in connection with or arising from this Agreement, the prevailing Party in such action shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court. You shall indemnify, defend, and hold harmless MT, its employees, shareholders, agents, successors, and assigns against any and all losses, costs, liabilities, damages or expenses of whichever form or nature, including reasonable attorneys' fees, that any of them may incur as a result of any third party claim which is based, in whole or in part, on a claim (a) that You have breached this Agreement or any of the representations and warranties herein; or (b) resulting from any defect in Your own (or a third party's) software, hardware, data, files or information. The Parties understand and acknowledge that their relationship is meant to be ongoing and that MT's continued provision of the Services shall be governed by the terms herein and shall not necessitate the execution of further or additional agreements. By signing this Agreement You hereby agree to abide by the terms herein as well as the Terms of Service as listed on MT's website.

I HAVE READ, UNDERSTOOD, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SERVICE AGREEMENT.

Name: _____

Title: _____

Date: _____

Sign: _____