

MEDIA GENESIS SALES TERMS AND CONDITIONS

General Working Agreement – This document defines the terms and conditions of the working relationship between Media Genesis and its clients. All projects or services that Media Genesis may be contracted to produce or provide for any of its clients will be subject to the following:

Work/Billing Phases – For each project, client will receive a proposal outlining the project specifications and the proposed scope of services and billing phases. We will begin work upon client's approval of the written proposal. New work requested by client and performed by Media Genesis after a proposal has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original proposal, Media Genesis will submit a change control document to client, and an additional fee must be agreed to by both parties before further work proceeds.

Payment – Client agrees to pay Media Genesis in accordance with the terms specified in each proposal or change control document.

Marketability – Media Genesis does not imply marketability of its products unless otherwise specified. Media Genesis provides work for hire services based on client specifications, vendor feedback, technology constraints, and the collaboration arising thereunder.

Authorization – Unless otherwise specified, any request made by any of client's agent (e.g., employees or contractors acting on behalf of client) will be considered an approved request. Client may select or appoint a project manager and define who can provide authorization for work to be done and/or approval for billing. Unless otherwise specified in writing, we will consider any such request as authorized.

Liability – If Media Genesis should be found liable for loss or damage, regardless of whether the claim is based on contract, tort, strict liability or otherwise, the liability shall be limited to the value of the services causing such loss or damage (and never more than the maximum value of the contracted amount), treated as liquidated damages and not as a penalty, and this liability shall be exclusive. Media Genesis shall not be liable for any loss of any kind, consequential or otherwise, arising from inaccuracy, omissions or errors in carrying out the work, or by delay in completion. In no event shall Media Genesis be liable for any consequential, incidental, direct, indirect, special, exemplary, punitive, or other damages of any nature (including, without limitation, loss of client's business, revenues, profits, business interruption, loss of business information, cost of substitute services, or other pecuniary loss), or for any claim against client by any other party, even if Media Genesis has been advised of the possibility of such damages.

Warranty – Media Genesis expressly disclaims, whether express or implied, any warranties of merchantability or fitness for a particular purpose with regard to its services, including any and all oral and written information communicated about such services. On the basis of creating work for hire, Media Genesis is not responsible for any defect or quality issue emanating from a request from client or for any errors in content or omissions in any material provided by client. To the best of its ability, Media Genesis will seek to provide solutions that maximize the quality of its products; however, client acknowledges that specific request of techniques and methods may impact the deliverable. In addition, Media Genesis supports warranty issues based on the specifications provided and the technology available at time of launch. As part of doing business with Media Genesis, client understands that technology changes extensively and that Media Genesis can only warranty its work at the point of its release. It is therefore imperative that client fully tests and validates functionality and meeting of specifications prior to launch or release of its product.

Launch or Release – Provided that all work is paid for in full, launch or release of the work product to client and/or the public signifies consummation of the contract and approval by client unless otherwise specified. Any work needed beyond a project launch date is billable unless otherwise approved in writing by Media Genesis or funded as a maintenance support agreement post launch/release.

Archive – Unless otherwise specified, Media Genesis does not imply or contractually agree to archive all materials related to the production of work product. Client understands that Media Genesis has no obligation to keep materials for client beyond launch or client release date. In the event that client needs an archive made or restored, and to the extent that Media Genesis has said archive available, Media Genesis can make archives available and charge client for time and materials associated with finding said archive and assess any fees associated with its procurement or release.

Intellectual Property Release – Media Genesis assigns an exclusive, non transferrable license of its work product upon payment in full of all outstanding invoices. Use for redistribution or resale may be subject to copyright from third parties and must be specified in the scope of work.

Interim Work Product/Alternate Work Product – Media Genesis produces a work for hire. It is understood that the finished, client-approved product is the deliverable. Unless otherwise stated, work product not chosen by client or interim work product remains the property of Media Genesis.

Third Party Assets – In the context of developing projects Media Genesis may use third party assets, including but not limited to images, photos, sounds, music, code, and software. Unless otherwise specified in writing, Media Genesis does not make any representation that it can assign rights to these assets beyond a single non-transferrable use. Client acknowledges such limitation of Media Genesis's rights and if client wishes to use these assets for other purposes, client must coordinate with Media Genesis the payment of appropriate royalties, fees and costs of licensing.

Indemnification – Client will hold Media Genesis harmless for any claim or dispute arising out of the use of materials that may be protected by any applicable domestic or international laws, including visual assets provided to Media Genesis, such as audio, video, trademarks, copyrights, or other intellectual property. In the event of such a situation, client will pay for all legal fees associated with the preparation, defense, and fines or settlements associated with such claim or dispute.

Additional Provisions – The validity and enforceability of any agreements between the parties will be interpreted in accordance with the laws of the State of Michigan. In the event of Media Genesis' enforcement of any term or condition, Media Genesis is entitled to all costs, including its reasonable attorney's fees related to such enforcement and in collecting any sums owed by client to Media Genesis.