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 warranty 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.

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.

Browsers Compatibility—Unless otherwise specified, testing of the Client's website will be done on the 2 most recent versions of Google Chrome and Mozilla Firefox, and the latest version of Microsoft Edge determined at the time of the contract execution. Media Genesis will complete testing on these browsers, but there is no guarantee that our work will work on future versions of the browsers. Media Genesis will not test on older versions of these browsers or browsers not specified herein without an additional fee agreed to by both parties.

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Mobile Compatibility – Unless otherwise specified, if the Project specification includes a responsive design, the website will be tested to work with the latest versions of the Apple iPhone/iPad (Safari and Chrome) and the latest version of Android (AOSP running Google Chrome) determined at the time of the contract execution. Media Genesis will not test on other mobile browsers, operating systems, or devices without an additional fee agreed to by both parties.

Archive—Unless otherwise specified, Media Genesis does not imply or contractually agree to archive any 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 transferable 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-transferable 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.

Non-Solicitation—During the term of services performed by Media Genesis for client, and for a period of two years following the completion, expiration or termination hereof, client will not, without Media Genesis' prior written approval, solicit, hire, engage or attempt to solicit, hire or engage, either directly or indirectly, any individual employed by Media Genesis or any former employee who remains subject to the terms of the Non-Disclosure, Confidentiality and Non-Compete Agreement with Media Genesis. This includes contracting with an independent contractor to utilize the services of such present or former employees. Because the actual

damages that Media Genesis would sustain in the event that client actually hires or successfully solicits a current or former Media Genesis employee, or makes continual attempts to solicit, hire, or engage, despite requests to cease and desist by Media Genesis, the employee(s), or another third-party would be difficult to ascertain, the parties agree in good faith that client shall pay Media Genesis, as liquidated damages, a sum equal to the annualized compensation of the employee at the time of breach or conclusion of employment for former employees. The parties acknowledge and agree that this is a good faith attempt to estimate the actual damages that will be sustained in the event of a breach and is not an attempt to impose any kind of penalty. This shall not limit the right of Media Genesis to seek injunctive or other equitable relief or to seek monetary relief incurred by Media Genesis in excess of the agreed upon liquidated damages.

Suspension of Services—Client's failure to pay for any services on or before the payment due date may result in suspension/termination of such services with or without notice. Services may be reinstated after payment in full has been made along with a reinstatement fee to restore the service. In the event of a hosting service suspension/termination, all files and email may be removed from the server and may or may not be retrievable from backup sources. Suspension/termination of any services is in addition to any other remedies available to Media Genesis to collect payment.

Hosting Services and Fee Increases—Media Genesis may increase its fees for hosting services in accordance with Client's Hosting Agreement. Media Genesis shall provide Client 30-day written notice prior to this change.

Severability and Enforcement—These terms and conditions are severable; if any of them are held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remaining terms and conditions shall not be affected or impaired. If a court finds that any term or condition is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of Media Genesis to enforce any term or condition shall not be construed as a waiver or limitation of its right to subsequently enforce and compel strict compliance with every other term or condition.

The following provisions on liabilities and warranties include language and formatting required by law in accordance with the Uniform Commercial Code.

LIMITATION OF 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 AT ALL TIMES AND IN THE AGGREGATE BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO MEDIA GENESIS IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED FOR SERVICES PROVIDED BY MEDIA GENESIS HEREUNDER; SAID LIABILITY SHALL BE TREATED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS REMEDY 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.

LIMITED 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. Any warranties granted are non-transferable and are not effective in instances of misuse of the deliverables or uses that exceed the rights granted under this or other operative agreements.**

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, together with appropriate costs and interest, related to such enforcement and in collecting any sums owed to Media Genesis.

Integration- **These Terms and Conditions constitute the entire agreement between the parties and there are no representations, warranties, covenants or obligations except as set forth herein.** These Terms and Conditions apply to the sale of software and/or services and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated by these Terms and Conditions. Application of these Terms and Conditions may be amended only in writing executed by the parties affected by such agreement.