

PROPOSAL

The terms of this Agreement expires 10 days after being submitted to Client. If this Agreement expires, Tehgol Industries LLC may modify the Agreement and resubmit it to Client.

COMPENSATION

Client agrees to pay Tehgol Industries LLC the fees listed in the Project Proposal, including all taxes. Pricing in the Project Proposal includes only Tehgol Industries LLC fees. Any other costs, such as hosting, art licensing or photography, travel expenses will be billed to Client.

PAYMENT

Payment is due when Tehgol Industries LLC completes each milestone as listed in the Work Plan and Milestones schedule, and Client accepts the Deliverables for that milestone. All invoices are payable within 15 Days of receipt. Invoices shall list any expenses and additional costs as separate items.

LATE PAYMENT

A monthly service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue balances. All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

CHANGES TO PROJECT SCOPE

If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Tehgol Industries LLC a written Change Order describing the requested changes in detail. Within 10 days of receiving a Change Order, Tehgol Industries LLC will respond with a statement proposing Tehgol Industries LLC availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Tehgol Industries LLC will evaluate each Change Order at its standard rate and charges. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Tehgol Industries LLC may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes. Client will have 10 days to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Tehgol Industries LLC will not be obligated to perform any services beyond those in the original Agreement.

DELAYS

Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables. Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of

government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.

EVALUATION AND ACCEPTANCE

Client shall, within 10 business days after receiving each Deliverable, notify Tehgol Industries LLC in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. Tehgol Industries LLC shall, within 15 business days of receiving Clients notification, correct and submit a revised Deliverable to Client. Client shall, within 5 business days of receiving a revised Deliverable, either approve the corrected version or make further changes. If Client fails to provide approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.

ACCREDITATION AND PROMOTION

Tehgol Industries LLC retains the right to reproduce, publish and display the Deliverables in Tehgol Industries LLC's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

CONFIDENTIAL INFORMATION

All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only used as needed to perform this Agreement. Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure.

RELATIONSHIP OF THE PARTIES

Tehgol Industries LLC shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Tehgol Industries LLC and the work product or Deliverables prepared by Tehgol Industries LLC shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Tehgol Industries LLC that to the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party. Tehgol Industries LLC represents and warranty to Client that to the best of Tehgol Industries LLC's knowledge, the Deliverables will not violate the rights of any third parties.

LIABILITY

Client shall release Tehgol Industries LLC from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party due to materials included in Deliverables at the request of the Client.

THE SERVICES AND THE WORK PRODUCT OF TEHGOL INDUSTRIES LLC ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF TEHGOL INDUSTRIES LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("TEHGOL INDUSTRIES LLC PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF THE PROJECT COST . IN NO EVENT SHALL TEHGOL INDUSTRIES LLC BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY TEHGOL INDUSTRIES LLC, EVEN IF TEHGOL INDUSTRIES LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

TERM AND TERMINATION

This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated. Either party may terminate this agreement at any time, on 10 days prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that 15 day period. Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it. In the event of termination, Client shall pay Tehgol Industries LLC for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

LICENSE

Tehgol Industries LLC grants to Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to Client are for use of the Final Deliverables in its original form only. Client may not change, create derivative works or extract portions of the Final Deliverables.

PRELIMINARY WORKS

Tehgol Industries LLC retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Tehgol Industries LLC within thirty (30) days of completion of the Services. All Tehgol Industries LLC Tools are and shall remain the exclusive property of Tehgol Industries

LLC. Tehgol Industries LLC grants Client a nonexclusive, nontransferable, perpetual, worldwide license to use the Tehgol Industries LLC Tools solely to the extent necessary with the Final Deliverables for the Project.

SUPPORT SERVICES

During the first 3 months following expiration of this Agreement, Tehgol Industries LLC shall provide up to 20 hours of Support Services at no additional cost to Client. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies. Requests for additional support will be billed on a time and materials basis at Tehgol Industries LLC standard rate. The services in the Warranty Period and do not include enhancements to the Project or other services outside the scope of the Proposal.

ALTERATIONS

Alteration of any Deliverable is prohibited without the express permission of Tehgol Industries LLC. Tehgol Industries LLC will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.

DISPUTE RESOLUTION

Parties agree to attempt to resolve any dispute by negotiation between the parties. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties. The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

GENERAL

Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach. All notices under this Agreement shall be given in writing by: Email, with return confirmation of receipt. Notice will be effective when received, in the case of email, on confirmation of receipt. Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party. This Agreement shall be governed by the law of FL. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law. Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect. This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.

Representative of Tehgol Industries LLC

Representative of xxxxxxx