

GENERAL TERMS AND CONDITIONS

Article 1 – Object and Scope

These general terms and conditions (the "General Terms and Conditions" or "Agreement") specify the agreement between MetaTechnical (the "Company") and the Client governing Information Technology and related services, including data recovery (collectively, the "IT Services," "Services," or the "Work") performed by the Company.

Article 2 – Application of the General Terms and Conditions

2.1 Every Service provided by the Company is governed exclusively by the General Terms and Conditions and any supplemental contract entered into between the parties, which may be comprised of:

- A Service Agreement and/or Statement of Work (unless such Service Agreement or Statement of Work contains an "Entire Agreement" clause, in which case the applicable Service Agreement or Statement of Work shall constitute the full and complete terms between MT and the Client); and/or
- a Proposal or Client Quote (including by email authorization) exclusively as sent by MetaTechnical; and/or
- the hourly or fixed billing rates of MetaTechnical.

Collectively, the General Terms and Conditions and any supplemental contract are, "the Contract".

2.2 The conditions, rights, and obligations mentioned in the Contract are the sole terms and conditions applicable to any service provided by or on behalf of MetaTechnical, including the services provided jointly with any third party designated by MetaTechnical.

2.3 The fact that MetaTechnical does not exercise its rights at any given time pursuant to any of the clauses of these General Terms and Conditions shall not constitute MetaTechnical waiving those rights and MetaTechnical may exercise any such rights at any later stage.

2.4 Acceptance of the Proposal by the Client, authorization given to MetaTechnical to begin to perform a Service, or payment of an invoice in part or in full, constitutes the Client's acceptance of the Contract, including these General Terms and Conditions.

2.5 Should any part, term, or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall no way be invalidated, impaired, or affected thereby and the term in question shall be amended to the minimum extent necessary to be enforceable.

Article 3 – MetaTechnical's Obligations

3.1 MetaTechnical shall undertake to perform the Services outlined in any quote conscientiously, properly, with commercially reasonable efforts, in accordance with professional standards, and in compliance with applicable laws and regulations.

3.2 MetaTechnical is mindful of situations that may give rise to a conflict of interest. Consequently, MetaTechnical may, at its sole discretion, withdraw from any Services if it becomes apparent that such Services would be in direct conflict with the interests of a previous or current client of MetaTechnical, unless all the parties have given their consent.

Article 4 – Work Product/Intellectual Property Rights

Each party shall own all intellectual property rights in and to any and all materials generated or produced by such party prior to the Client's first engagement with the Company ("Pre-Existing Materials"). Client and the Company acknowledge and agree that all software and other materials developed, generated or produced by the Company or Company personnel in connection with the performance of Services hereunder, including but not limited to all Work Product, defined infra, shall be exclusively the property of Company and shall in no event be considered "**work-for-hire**". Work Product shall mean all inventions, ideas, concepts, techniques, know-how, data, drawings, schematics, processes, methods, techniques, designs, prototypes, models, writings, frameworks, algorithms, formulae, architectures, configurations, software, deliverables, tools, utilities, objects, analyses, programs, program listings, specifications, reports, research, graphics, logos, other technical elements, all source code, object code and related technical notes and documentation, all memoranda, notes, records, drawings, manuals, programs, flow diagrams, and other documents or materials created or developed by MetaTechnical and/or its Representatives (including any contributions by the Client) during performance under the Agreement and all intellectual property (patents, patent applications, trademarks, copyrights, copyrightable materials, trade secrets and any other similar intellectual property or proprietary rights related to or embodied in the deliverables and all modifications, improvements and changes thereto and derivatives thereto) therein. To the extent the Client contributes any information, ideas, or any other works to any Work Product, Client assigns all intellectual property rights to MetaTechnical. MetaTechnical is and shall be the sole author of such Work Product and the sole owner of all rights therein. Client hereby irrevocably assigns, and agrees to cause its employees and/or contractors to assign, to the Company all of their respective rights, titles and interests worldwide in and to any such work, including but not limited to, the right to register the copyrights therein, to modify such Work Product or otherwise make derivative works thereof, to reproduce such Work Product, to re-sell Work Product, to distribute copies or reproductions of such Work Product, to publicly display such Work Product, or in any way use the Work Product, in each case in any form now known or hereafter invented. Such assignments shall include all causes of action for copyright infringement of any such Work Product, including, without limitation, the right to institute, process, defend and settle any suit or other legal or administrative proceeding to enjoin infringement or misappropriation of such Work Product, together with the sole right to any resulting recovery of damages, royalties, profits, legal fees and costs. Any exceptions for work that should be deemed "work made for hire" and property of the Client shall be noted in a separate written agreement signed by MetaTechnical and Client.

In the event that any of Client's Pre-Existing Materials are embedded, linked, bundled, incorporated, or otherwise made an essential or necessary part of any Work Product, Client shall identify such Pre-Existing Materials to MetaTechnical in writing and, whether or not Client identifies such Pre-Existing Materials as required, the Client hereby grants to the Company a non-exclusive, transferable, royalty-free, perpetual and irrevocable license (with the right to sublicense) to use, copy, display, perform, sell, and/or modify such Pre-Existing Materials as part of or in

connection with the Work Product, including the right to carry out modifications, enhancements and maintenance of the Pre-Existing Materials.

During the term of Company's work and for one year thereafter or during any applicable Service Agreement or SOW, Client is granted a non-exclusive, revocable license to use (solely for its own use and not for re-sale, licensing, sublicensing, assignment, or the like) any deliverables created or delivered by MT.

Article 5 - Term during which the Services shall be provided

5.1 Termination for Cause. MetaTechnical may terminate any agreement to provide services without notice if for cause, including but not limited to late payment, failure to assist with any reasonable requests of MT, failure to act professionally with MT or its employees, agents, or independent contractors, or the like.

5.2 Client Termination without Cause. The Client may, at any time, put an end to MetaTechnical's services by serving it written notice of termination. Such cancellation is at the Client's risk and all fees shall become due and payable immediately for any Services commenced, whether completed or not.

5.2 MT Termination without Cause. MetaTechnical may, at its sole discretion, terminate its services with five (5) days of written notice and Client shall be responsible immediately for any and all fees for any Services commenced and actually performed to that date.

Article 6 – Expenses, charges, and fees

6.1 All amounts charged are due and payable within thirty (30) days. Failure to pay within thirty (30) days of the date of invoice shall result in: (a) the removal of all discounts applied and/or promised; (b) interest charged at 1.5% per month (19.5% yearly) for each month payment is outstanding; and (c) a late fee of fifty-five dollars (\$55.00).

6.2 In the event that the Company pursues the Client for collection of amounts outstanding, Client shall be responsible for the Company's costs and expenses, including, but not limited to, reasonable attorney's fees, court costs, late fees, and interest. Such fees shall apply whether or not an action has been instituted.

6.3 Any on-site visit shall incur a minimum charge of one (1) hour of time.

Article 7 – Liability and Guarantee

7.1 Assumption of Inherent Risk. The Company shall make commercially reasonable efforts to ensure the due, timely, and proper performance of the Services. It is understood by the parties that, particularly in data recovery, certain risks exist beyond the control of the Company and data may be lost or destroyed during the performance of any Services. Client acknowledges the inherent risks of injury and property damage involved in data recovery, including without limitation, risks due to destruction or damage to the media or data and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of Company, and assumes any and all known risks of injury and property damage that may result. In

no event will Company be liable for loss of data on Client's media or hardware or MT's media or hardware unless due to the Company's intentional malfeasance or gross negligence in any action or omission.

7.2 Limitation of Liability. In the event liability is found on the part of the Company pursuant to this Agreement, its liability for any damage caused to and proven by the Client (including but not limited to the loss of any data, software, hardware, or intellectual property rights) shall be limited to the lower of the following amounts: (i) three times the total value of the invoices actually paid by the Client for the Services directly linked to the damage caused to the Client, or (ii) ten thousand dollars (\$10,000.00). In no event shall the liability be less than \$1,000.00 for any such damage.

7.3 Limitation on Categories of Damages. In no event shall Company or Client be liable for any incidental, special, punitive, or consequential damages or losses of any kind arising under or in connection with the Work, regardless of legal theory, including but not limited to any such damages or losses resulting from business interruption or lost profits.

7.4 Exclusion of Liability. MetaTechnical cannot be held liable for any damage caused by or due to the intervention of Client or third parties. Neither party can be held liable for damage caused directly or indirectly by force majeure as defined in Article 8 below.

7.5 Third-Party Claims. Neither party shall be jointly or severally liable for damages alleged against the other by a third party. Client is solely responsible for any of its own representations, warranties, and/or covenants made to third parties, including warranties and remedies, regardless of any connection to work performed by MT.

7.6 Re-performance of Services. In the event of a breach of any warranty or representation in any agreement for services, the Client's initial remedy, and MT's initial liability, shall be the re-performance of the Services related to the agreement to the reasonable satisfaction of Client at no additional cost. If MT is unable to or does not promptly re-perform the Services related to the specific SOW as warranted, Client will not be responsible for payment for any unapproved Services or Deliverables and will return to MT the delivered products of said non-conforming Services if possible. The remedy set forth in this Section shall be Client's sole remedy in the event of a breach of such warranty or representation.

7.7 Indemnification. Both parties agree to (subject to any limitations on liability within this Agreement) (i) defend the other party against any reasonable action, claim, suit, demand or proceeding brought by a third party, in relation to a claim arising out of or relating to the work of the indemnifying party, and (ii) pay, indemnify and hold the other party harmless from all settlement amounts and damages, liabilities, penalties, costs and expenses (including but not limited to attorneys' fees) awarded pursuant to such action, claim, suit, demand, or proceeding; UNLESS the action, claim, suit, demand or proceeding results solely from gross negligence or intentional malfeasance on the part of the other party. The indemnifying party's obligations hereunder are conditioned on the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith. The indemnified party may participate at its own cost in any proceedings with counsel of its own choosing.

7.8 Time to Bring Suit. Any action arising out of this Agreement or related SOW shall be brought within one (1) year of the breach or occurrence of loss or damage, whichever is earlier

Article 8 – Force Majeure

8.1 A party shall not be liable for any failure of or delay in the performance of the Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of G-d, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.

8.2 If the case of force majeure has material effects beyond a period of three months, either Party may, after sending a registered letter to the other Party, immediately and *ipso jure* cancel the Contract, without any compensation or notice being due as a result thereof; however, the Client shall pay for all services actually rendered to the date of cancellation.

Article 9 – Governing Law/Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of law thereof. Any dispute hereunder shall be adjudicated exclusively in the state or federal courts in Pennsylvania in Delaware County or Montgomery County, and each party consents to personal jurisdiction and venue therein. It is expressly understood that in addition to all rights or remedies available at law, either party shall have the right to seek a preliminary and/or permanent injunction with respect to an alleged breach by the other of Articles 4, 12, and 13.

Article 10 – Representations and Warranties

Client represents and warrants that: (a) Client has the full right and authority to enter into this Agreement and perform its obligations hereunder; and (b) Client has full rights, title, and interest in the Pre-Existing Materials.

Article 11 – Independent Contractor Relationship

MT is an independent contractor, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture, or employment relationship.

Article 12 – Noninterference with Business/Non-solicit

During this Agreement, and for a period of one (1) year immediately following its termination: (a) Client agrees not to interfere with the business of MT by hiring, employing, or contracting either directly or indirectly with any of MT's current or past employees, independent contractors, or partners; (b) Client agrees not to cause any of MT's current employees, independent contractors, or partners to terminate or breach an employment, contractual, or other relationship with MT. The limitations of liability listed in Article 7.3 shall not apply to a breach of this Article 12.

Article 13 – Confidentiality

13.1 Confidential Information. The parties may provide to each other, and parties may otherwise collect, develop, learn or be exposed to, certain of information of the other party in connection with MT's performance of the Services including, without limitation, financial and business information, client information, user database, marketing plan, trade secrets, research, know-how, processes, methodology and other technical information, whether tangible or intangible, and including all copies, analyses and derivatives thereof, which information may be identified as confidential or proprietary or should reasonably be understood to be confidential or proprietary in nature (collectively, ("Confidential Information")).

13.2 Protection of Confidential Information. The parties may: (i) copy and use Confidential Information only for the purpose of performing the Services hereunder and shall not, without the other party's prior written consent, disclose such Confidential Information to any person or entity, other than to its employees (and permitted subcontractors) on a need-to-know basis and provided such entities and persons are bound by written agreements that include restrictions applicable to the Confidential Information at least as protective as the terms of this Agreement, (ii) exercise a reasonable level of care to safeguard Confidential Information against improper disclosure or use and take measures that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential or proprietary information, and (iii) take all reasonable steps to advise its employees and sub-contractors of the confidential nature of the Confidential Information and of the prohibitions on copying or revealing such Confidential Information contained herein. Each party shall be liable for any breach hereof by its employees and subcontractors.

13.3 Exceptions. The provisions of Article 13 shall not apply to information that the party can demonstrate is (i) in the public domain other than as a result of a breach of this Agreement by said party, (ii) already rightfully known to said party without restriction, (iii) developed independently by said party not in connection with Services performed for or contemplated by this Agreement and without reference to any Confidential Information, or (iv) received from a third party without similar confidentiality obligations and without breach of this Agreement or a similar agreement. If the party is required to disclose Confidential Information by law, order regulation of a governmental agency or a court of competent jurisdiction, the party may make such disclosures to the minimum extent necessary to comply with such legal requirement, provided that the party shall use reasonable efforts to notify the other party prior to any such disclosure and to give the other party an opportunity to oppose such disclosure and to seek confidential treatment of such information.

Article 14 – Survival

The rights and obligations in Articles 4 (Work Product/Intellectual Property), 7 (Liability and Guarantee), 12 (Non-interference with Business), and 13 (Confidentiality) will survive any termination (with or without cause) or expiration of this Agreement.

Article 15 – Miscellaneous

15.1 Waiver. No consent or waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such consent or waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

15.2 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15.3 Notice. All notices and legal service of any documents shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile or e-mail confirmed by call back, reply, or read-receipt.

15.4 Publication Permission. MT may in its marketing materials list Client as a client, and, at MT's option, describe the project(s) performed.