

firmCHANNEL Support and Maintenance Service Agreement

Please take the time to read the following Terms and Conditions carefully before ordering your firmCHANNEL Support and Maintenance Service Agreement (Called "Agreement"). Ordering your firmCHANNEL Agreement indicates your acceptance of these terms and conditions. *eliquidMEDIA International Licensing Inc.* (the provider of support and maintenance services for firmCHANNEL) ("firmCHANNEL") and Customer agree that the following terms and conditions shall govern the delivery of support and maintenance services by firmCHANNEL to Customer with respect to applicable registered firmCHANNEL products ("Products").

Technical Services – firmCHANNEL shall provide the following Services under this Agreement (called "Services"):

- 1. Warranty on software and hardware of the SP100 server/player during the term of this Agreement or up to 4 years.**
- 2. Toll free tech support during regular business hours EST. The current number for such support is 1-800-561-7525**
- 3. Unlimited access to our template Community located at www.firmchannel.com**
- 4. All future software upgrades during the term of this Agreement**

The complete terms and conditions of the Services are more fully set forth in the Operating Manual which is a "Read Me" file that is delivered with the software Product(s). These provisions shall be controlling in interpreting this Agreement unless changed by changes in the Support section of the firmCHANNEL website. Before signing this Agreement, read the Support section of the website at www.firmchannel.com or current status of the terms of this Agreement.

The Services set forth above shall also be set forth on the firmCHANNEL web site under the title "Support". firmCHANNEL reserves the right to revise the content of this web site from time to time in order to, among many other things, comply with applicable law, regulations and tariffs. Revised rules will replace the older content and become effective after written notification to Customer. Such revisions shall serve to change the terms of this Agreement upon giving the Customer thirty (30) days email notice of such changes. Such revisions shall not substantively diminish the value of this Agreement.

Payment – Upon signing this Agreement, the Customer agrees to pay to firmCHANNEL a fee of \$498.00 for one (1) year of Services under this Agreement. In the event that the Product(s) are leased, the Support and Maintenance shall be added for the length of the lease, and said total sum shall be included in the sales price (and included in the monthly lease payment).

Term and Payment - This Agreement will become effective upon payment confirmation and will expire on the last day of the pre-paid period.

Exclusions - firmCHANNEL shall not be required to provide any Services under this Agreement relating to problems arising out of (i) Customer's use of the Products in a manner for which they were not designed; (ii) accident, or (iii) Customer's negligence, misuse or modification of the Products.

Warranty and Disclaimer - firmCHANNEL will use reasonable commercial efforts to provide the Services under this Agreement in a professional and workmanlike manner, but firmCHANNEL cannot guarantee that every question or problem raised by Customer will be resolved. Nothing in this Agreement shall be construed as expanding or adding to the warranty for the Licensed Software in the License Agreement. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, firmCHANNEL MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER THIS AGREEMENT, AND firmCHANNEL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT firmCHANNEL HAS NOT VERIFIED, AND CANNOT VERIFY THAT THE TECHNICAL INFORMATION AND SERVICES PROVIDED HEREUNDER WILL BE VALID UNDER ALL CIRCUMSTANCES.

LIMITATION OF LIABILITY - firmCHANNEL'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES ORDERED BY CUSTOMER PURSUANT TO THIS AGREEMENT DURING CURRENT YEAR. IT IS THE CUSTOMER'S RESPONSIBILITY TO BACKUP DATA ON CUSTOMER'S SYSTEM. IN NO EVENT SHALL firmCHANNEL HAVE ANY LIABILITY FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES OR INABILITY TO USE THE PRODUCT(S), LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS OR DAMAGES OCURING BY ANY REMOTE ACCESS ASSISTANCE, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT firmCHANNEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Subcontract - firmCHANNEL may subcontract any portion of the Services to the third party contractor without prior consent of Customer, provided that firmCHANNEL remains fully responsible to Customer for delivery of Services as set forth in this Agreement. Any such subcontractor will for all purposes be deemed to be an independent contractor of firmCHANNEL and not a partner, agent or employee of firmCHANNEL.

Additions - Any additional services added to this Agreement by written notice to Customer will be governed by the terms of this Agreement.

General - This Agreement may not be transferred by Customer. This Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Customer and firmCHANNEL concerning the subject matter of this Agreement and constitutes the entire agreement between firmCHANNEL and Customer regarding provision of Services. This Agreement shall be governed by the laws of the State of Michigan without reference to conflict of law principles.

This Agreement is entered into on this _____ day of _____ at _____ in _____ state/province, in the country of _____.

CUSTOMER

For **firmCHANNEL**

Address: _____

Phone: _____ Fax: _____ Email: _____