

## ExDigita Services Agreement

THIS SERVICES AGREEMENT (this "Agreement") is made and entered between Globalis Media Inc. (dba ExDigita Inc.) (Hereinafter "EXDIGITA "), with an operations office located at Keppel Center 1002B, Cebu Business Park, Cebu City 6000, Philippines, and the client named in the proposal(s), order(s) and/or quotation(s) (collectively, "Proposal") accompanying this Agreement (hereinafter "CLIENT") and shall be effective on the date of CLIENT's signed acceptance of the Proposal or by ordering and paying for any services on the globalismedia.com or the exdigita.com web sites. EXDIGITA and CLIENT are collectively referred to herein as the "parties."

CLIENT ACKNOWLEDGES AND AGREES that by signing the Proposal or by ordering and paying for any services on the globalismedia.com or the exdigita.com web sites, CLIENT is agreeing to be bound by all of the terms and conditions contained in this Agreement, which Agreement incorporates the terms of the Proposal.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Services.** EXDIGITA agrees to perform and provide to CLIENT those services and deliverables as are set forth in the Proposal (which may include web site development, application development, web site design, and/or web site or application maintenance) (together the "Development Services" or "Services"). The Services shall include any additional services requested by CLIENT and accepted by EXDIGITA after the date of the signing of the Proposal. EXDIGITA shall use its reasonable commercial efforts to perform the Services in accordance with the specifications detailed in the Proposal or in a separate Web Development Questionnaire or Web Development Specifications document (the "Specifications") and within the delivery times set forth in the Proposal. The Proposal may also provide that EXDIGITA will provide some or all of the following services (together "Hosting Services"): (i) registration or maintaining domain names for the Web site, (ii) submitting and registering the Web site URL with Internet search engines, directories, catalog services, indexes or any other Internet search services, and (iii) web site, email and/or application and data hosting. CLIENT agrees that EXDIGITA is not responsible for providing any Services or performing any tasks not specifically set forth in the Proposal or Specifications or pursuant to a separate agreement. Maintenance of web sites is not included in the standard web development services provided by EXDIGITA, and CLIENT must specifically contract for web maintenance services to be provided by EXDIGITA if desired.

2. **Authorization.** The CLIENT hereby authorizes EXDIGITA to access their existing domain registrar and web hosting account, and authorizes the web hosting service, if other than EXDIGITA, to provide EXDIGITA with "full permission" for the CLIENT's webpage directory, and any other directories or programs which need to be accessed for EXDIGITA's performance of the Services.

3. **Milestones.** EXDIGITA and the CLIENT must work together to complete the Web site or Web Application in a timely manner. EXDIGITA works with CLIENT to ensure regular milestones are met. EXDIGITA will provide notification and Client Access when milestones are completed. If CLIENT fails to respond within one week of this notification, EXDIGITA will assume everything is correct and the final payment will be due.

4. **Intellectual Property Ownership:**

a. CLIENT acknowledges, understands and agrees that EXDIGITA may use its own and/or may purchase third party licenses for products or services that are necessary for EXDIGITA to perform the Services in

connection with the Web site. Such products may include, but are not limited to server-side applications, clip art, "back-end" applications, music, stock images, or any other copyrighted work ("Outside Content") which EXDIGITA deems necessary to purchase on behalf of CLIENT to perform the Services. The Web site shall also incorporate the materials, if any, provided by CLIENT and expressly identified in the Proposal or a separate Exhibit or Schedule to this Agreement, including, without limitation, trade or service marks, images, illustrations, graphics, multimedia files and/or text ("Client Content"), provided that CLIENT delivers such Client Content to EXDIGITA promptly and in such media and/or electronic file format(s) designated in the Specifications or otherwise requested by EXDIGITA. CLIENT further acknowledges and understands that any Outside Content used to perform the Services is owned by EXDIGITA and/or such third parties and cannot be transferred to CLIENT and is hereby specifically not transferred to CLIENT and shall remain the property of EXDIGITA and/or such third parties.

Outside Content which is owned and/or purchased by EXDIGITA may be used in the design and/or development of other web sites and applications for other customers or clients of EXDIGITA. CLIENT and EXDIGITA agree that upon payment in full of the fees associated with the performance of the Services, CLIENT shall own a worldwide right, title, and interest in and to the Web site and all other deliverables (other than Outside Content and Code Content, as defined below) (the "Custom Programming"). CLIENT and EXDIGITA agree that EXDIGITA shall retain a worldwide, royalty-free, non-exclusive, transferable, and perpetual right and license to the Custom Programming including, but not limited to, the right to modify, amend, create derivative works, rent, sell, assign, lease, sublicense, or otherwise alter or transfer the Custom Programming. CLIENT and EXDIGITA also agree that the performance of the Services may include source code, documentation, and/or application programs that were previously written or developed by EXDIGITA and modified to meet CLIENT's specific requirements (the "Code Content"). EXDIGITA shall own all worldwide right, title, and interest (including copyright and other proprietary or intellectual property rights) in and to the Code Content, but shall provide CLIENT (upon payment in full of the fees associated with the performance of the Services) a worldwide, royalty-free, non-exclusive, transferable and perpetual right and license to use the Code Content in connection with the Services and Web site. CLIENT shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in and to the Client Content. CLIENT grants to EXDIGITA, and EXDIGITA accepts from CLIENT, a non-exclusive, worldwide, royalty-free license for the term of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, copy, prepare derivative works from, distribute, perform, display and use any Client Content in connection with the Web site and/or EXDIGITA's performance of the Services.

CLIENT agrees not to resell the source code to third parties and not to disclose the source code to third parties except on a need-to-know basis under an appropriate duty of confidentiality.

b. EXDIGITA may place copyright and/or proprietary notices, including hypertext links within the EXDIGITA Content as incorporated within and on the Web site. EXDIGITA may also display text similar to "Developed by (ExDigita's Logo)" on the very bottom of the home page and subsequent pages of the Web site, and to use the Web site and/or its images in the advertising or any other promotions EXDIGITA deems necessary including but not limited to online, print media, radio, television or by any other professional advertising means. CLIENT may not alter or remove such notices or text without EXDIGITA's written permission.

5. Programmability, Typographical Errors and Design Adjustments: All site content will be published "as supplied" by CLIENT. Final responsibility for accuracy of text and graphical content lies with CLIENT. In the event of a typographical error being discovered during the site production cycle, EXDIGITA shall fix such errors at no charge. After the end of the 14-day debug period which commences upon site

publication, any changes to text, code , programmability, browser compatibility or other design elements will be subject to EXDIGITA's maintenance policies as set forth below in this Agreement.

6. Search Engines: If CLIENT ordered Hosting Services that include EXDIGITA's submission of the Web site to search engines, CLIENT acknowledges that each search engine has its own listing schedules and protocols, and EXDIGITA shall not be held responsible for the failure of any specific search engine or electronic directory to list a submitted site within an expected period, category or listing priority.

7. Email Virus Prevention: If CLIENT ordered Hosting Services that include email hosting or related services, CLIENT acknowledges that EXDIGITA utilizes a third party to scan inbound email and does not scan outbound email for known virus infections, and EXDIGITA highly recommends that CLIENT install personal firewalls and anti-virus solutions prior to using our email service. EXDIGITA makes no warranty express or implied regarding safety of any individual email or email attachment, and EXDIGITA has no liability for damages including but not limited to loss of use, data corruption, system damage, or incurred bandwidth charges resulting from any type of email worm or virus, known or unknown.

8. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The CLIENT agrees that the CLIENT is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend EXDIGITA and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CLIENT's exercise of Internet electronic commerce.

9. Hosting Services. If one of more of the Hosting Services is included in the Proposal, EXDIGITA will provide such Hosting Services as set forth in the Proposal and subject to the terms of this Agreement, as well as EXDIGITA's Hosting Service Agreement. Hosting Services will be provided from EXDIGITA's servers co-located at a secure Internet Service Provider (ISP) facility of EXDIGITA's choosing. Unless CLIENT has ordered web hosting services, CLIENT is responsible for securing web hosting prior to the Web site being completed. If EXDIGITA hosts the Web site and CLIENT already has a domain, CLIENT is responsible for pointing the domain to EXDIGITA's servers. After CLIENT completes the pointing process, it can take up to 72 hours for it to regularly find EXDIGITA's server. In case the CLIENT has not secured acceptable web space on a web hosting service by the time the webpages of the Web site are completed, the webpages may be delivered to the CLIENT digitally, such as attached to an e-mail message or on a disk or flash drive.

10. Payment of fees. CLIENT shall pay EXDIGITA for the Services and license hereunder the amounts set forth in the Proposal or on the globalismedia.com or the exdigita.com web sites, and at such times provided by the payment schedule specified therein. Within five (5) days of invoice, CLIENT shall pay EXDIGITA for any additional services on a time and materials basis at the rate specified therein. CLIENT shall pay all taxes, duties and levies of any governmental entity, exclusive of taxes on EXDIGITA's net income. If CLIENT claims exemption from any taxes resulting from this Agreement, CLIENT shall provide EXDIGITA with documentation required by the taxing authority to support an exemption. CLIENT agrees that amounts of any past due invoice shall accrue interest at two percent (2.0%) per month.

11. Maintenance. Unless Web site maintenance or optimization has been separately ordered and purchased, CLIENT will be billed at our current hourly rate for any web site maintenance or content update services performed by EXDIGITA. Maintenance plan holders receive priority update services as set forth in EXDIGITA's Proposal.

12. Term and Termination. (a) The initial term of this Agreement shall be as specified in the Proposal. (b) Each party shall have the right to terminate this Agreement by written notice to the other if a party has

materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party (with the exception of nonpayment by CLIENT of any applicable fees, which shall not require any notice of default by EXDIGITA ). (b) If EXDIGITA terminates this Agreement because of CLIENT's default, all of the following shall apply: (i) CLIENT shall immediately cease use of the Custom Programming; (ii) CLIENT shall, within 10 days of such termination, deliver to EXDIGITA all copies and portions of the Custom Programming and related materials and documentation in its possession furnished by EXDIGITA under this Agreement; (iii) All amounts payable or accrued to EXDIGITA under this Agreement shall become immediately due and payable; and (iv) All rights and licenses granted to CLIENT under this Agreement shall immediately terminate. (c) This Agreement may be terminated by CLIENT for its convenience upon sixty (60) days' prior written notice to EXDIGITA. Upon such termination, all amounts owed to EXDIGITA under this Agreement for accepted work shall immediately become due and payable and all rights and licenses granted by EXDIGITA to CLIENT under this Agreement shall immediately terminate. Any non accepted work shall be billed to the CLIENT at a rate of US \$50 per hour for web development work and \$10 for all other work. This Agreement will be terminated automatically, without notice: (a) upon the institution by or against EXDIGITA or Client of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of EXDIGITA 's or Client's debts;

(b) upon EXDIGITA or Client making an assignment for the benefit of creditors; or (c) upon EXDIGITA or Client's dissolution.

13. Spam. CLIENT's utilizing any of our email hosting services agree to abide by industry standards regarding unsolicited email ("spam") including: (1) all unsolicited email must include unsubscribe instructions, (2) unsubscribe requests must be acknowledged and processed within 24 hours or before the next email distribution. EXDIGITA retains the right to terminate services to any client found to engage in abusive or deceptive email marketing practices, and EXDIGITA reserves the right to reject distribution of any email content for any reason including but not limited to excessive message size, inappropriate content, or improper use of addressee information. CLIENT's failure to comply with this notice will result in forfeiture of fees paid to date. As stated above, CLIENT agrees to comply at all times with EXDIGITA's Acceptable Use Policy and its policy on Spam, both of which can be accessed at <http://www.exdigita.com>.

14. Compliance with the CAN-SPAM ACT OF 2003. CLIENT certifies that they comply will all of the regulations in the CAN-SPAM ACT of 2003 and CLIENT agrees to indemnify and hold EXDIGITA harmless and to defend EXDIGITA from any and all claims, losses, liabilities and damages, including reasonable attorney's fees, resulting from violations or potential violations of the CAN-SPAM ACT of 2003, connected with the services provided under this Agreement.

15. Publishers' Omissions. EXDIGITA shall not be held liable for any accidental misstatement due to typographical error, omission or inclusion of published information. In the event of such error, the sole remedy shall be the correction of the error and publication thereof on the original Web document.

16. Change Orders. Both CLIENT and EXDIGITA will handle Change Order Management. If the need arises to deviate from the proposed statement of work contained in the Proposal after contract signature, then both CLIENT and EXDIGITA will work together to customize a solution. The Change Order Request will be submitted by EXDIGITA to CLIENT for approval and an increase or decrease of the purchase order price must be paid by CLIENT to EXDIGITA prior to further work being performed.

17. Network Redundancy & Security: Network and service backup is provided by redundant servers and multiple Internet access points. Fault-tolerance is built in at all design levels, and our systems are unaffected by most service or component outages. EXDIGITA employs multiple security measures to ensure that its network and site designs are secure from outside interference or manipulation

Notwithstanding this, EXDIGITA makes no warranty express or implied regarding service availability and cannot be held liable for loss of service, loss of business or any other contingent loss arising from any Internet service outage or information access by outside parties and cannot be held liable for any losses or damages resulting from outside access to databases, program code or other proprietary information residing on any server connected to the Internet via EXDIGITA network or Internet services..

18. Backup: EXDIGITA employs robust, industry standard techniques to ensure the integrity of the data on its servers; the data is written to multiple disks simultaneously to prevent data loss in the event of hardware failure. Company performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at Company's sole discretion. **COMPANY SHALL NOT PERFORM BACK UP OR RESTORE THE DATA UPON YOUR REQUEST UNLESS SUCH BACK UP IS PROVIDED AS A SERVICE UNDER YOUR PURCHASED PLAN.**

If EXDIGITA does backup the Web site, a One-time backup of the Web site to DVD for onsite or offsite storage is available at \$50 per incident. Regular backups to DVD can be arranged by special contract.

19. Confidentiality and non-disclosure. The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" is confidential and valuable information which a party desires to protect against disclosure or competitive use or which is in written form and designated as proprietary or confidential or is disclosed orally and is designated either orally or in writing as being proprietary or confidential, and shall include the terms of this Agreement and the Proposal. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief.

20. Mutual Non-Hire and Non-Solicitation of Employees. Both parties recognize the critical importance of their own and each other's employees, contractors, and staff. Furthermore, both parties recognize that hiring or engaging or attempting to hire or engage each other's employees, contractors, and staff would cause material damages to the company currently employing those employees. During the term of this Agreement and for a period of five (5) years thereafter, neither party shall, without the express written consent of the other party, hire or engage in any manner any employees, contractors, or staff of the other party or its subsidiaries. In the event that either party does hire or engage in any manner any employees, contractors, or staff of the other party or its subsidiaries, the hiring or engaging party shall pay to the other party an amount equal to five (5) years of gross billable revenues generated by the hired or engaged employee, contractor, or staff, calculated as follows: Hourly Billing Rate X 172 Billable Hours per Month X 60 Months.

21. Relationship of parties. The parties are separate and independent legal entities. EXDIGITA, in rendering performance under this Agreement, shall be deemed an independent contractor. Nothing in this Agreement shall be construed to constitute any agency, employment, joint venture or partnership relationship between the parties. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other.

22. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or the relationship of the parties before, during or after the term of this Agreement, shall be settled by arbitration in Cebu City, Cebu, Republic of the Philippines pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof; provided, however, EXDIGITA shall have the right to seek any equitable or expedited remedy in court, including, but not limited to, unlawful detainer, injunctions pending arbitration, foreclosure of security interest(s) and claims in bankruptcy. If the parties cannot agree upon an arbitrator within ten calendar days following a written demand for arbitration, each party shall select one nominee within five days thereafter. The nominees shall confer and select an arbitrator within fifteen days. Thereafter, the nominees shall be dismissed and the arbitrator so chosen shall hear the case as soon as reasonably possible, but in no event more than sixty (60) days after selection without the prior written approval of EXDIGITA.

23. Costs. All fees and expenses of the arbitration, appeal thereof, or any other litigation with respect hereto including the parties' respective attorney's fees, shall be borne by the parties in the manner determined by the arbitrator.

24. EXDIGITA Warranty: EXDIGITA warrants to CLIENT that: (i) EXDIGITA has the right and authority to enter into and perform its obligations under this Agreement; and (ii) that the Development Services shall conform substantially to the Specifications. EXDIGITA'S SOLE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, WILL BE EXDIGITA'S USE OF REASONABLE EFFORTS TO CAUSE THE DEVELOPMENT SERVICES TO CONFORM TO THE SPECIFICATIONS OR, IN EXDIGITA'S SOLE DISCRETION, TO REFUND THE PORTION OF THE FEES APPLICABLE TO THE PORTION OF THE SERVICES WHICH DO NOT CONFORM TO THE SPECIFICATIONS. EXCEPT AS EXPRESSLY STATED HEREIN, EXDIGITA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT.

25. Limitation of Liability: IN NO EVENT SHALL EXDIGITA BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT AND/OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EXDIGITA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXDIGITA'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES) FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER RELATING TO THE SERVICES, THE WEB SITE OR ANY APPLICATIONS THEREIN, SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID BY CLIENT TO EXDIGITA HEREUNDER FOR SUCH SERVICES.

26. CLIENT Warranty: CLIENT represents and warrants to EXDIGITA that: (i) CLIENT has the power and authority to enter into and perform its obligations under this Agreement; (ii) CLIENT shall not distribute on the Web site any Client Content that: (a) infringes on any proprietary or intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, or antidiscrimination), (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, pornographic or indecent; or (e) contains any viruses, Trojan horses, worms, cancelbots or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (iii) CLIENT will own all Client Content and

all proprietary or intellectual property rights therein, or will have the express written authorization from the owner thereof to copy, use and display the Client Content on and within the Web site.

27. Indemnification.

a. By Client. CLIENT agrees to indemnify, hold harmless and defend EXDIGITA and its directors, officers, employees and agents from and against any action, claim, cause of action, demand, liability, loss, liability, cost and expense, including reasonable attorney's fees, arising from or relating to (i) CLIENT's breach of this Agreement, including EXDIGITA's Acceptable Use Policy or No Spam Policy, and (ii) any allegation or claim that the Client Content or CLIENT's use or operation of the Web site infringes or violates any copyrights, trademarks, patents, trade secrets, licenses, privacy rights, or other rights (intellectual or otherwise) of any third party. CLIENT agrees that EXDIGITA shall have the right to participate in and control the defense of any such claim through counsel of its own choosing.

b. By EXDIGITA. EXDIGITA agrees to indemnify, hold harmless and defend CLIENT and its directors, officers, employees and agents from and against any action, claim, cause of action, demand, liability, loss, liability, cost and expense, including reasonable attorney's fees, arising from or relating to any allegation that the EXDIGITA Content or code infringes or violates any copyrights, trademarks, patents, trade secrets, licenses, privacy rights, or other rights (intellectual or otherwise) of any third party. EXDIGITA agrees that CLIENT shall have the right to participate in and control the defense of any such claim through counsel of its own choosing.

28. Acknowledgments. CLIENT acknowledges that CLIENT's business involves business risks, and that its success will be largely dependent upon the actions and ability of CLIENT. EXDIGITA expressly disclaims the making of, and CLIENT acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential success of CLIENT's activity. This Agreement shall be a non-exclusive agreement for the Development Services. EXDIGITA shall have the right to perform similar services for other customers or clients of EXDIGITA during and after the term of this Agreement.

29. Entire Agreement. This Agreement, together with the Proposal along with any other exhibits or schedules attached hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior representations, promises, contracts or agreement are hereby fully superseded.

30. Miscellaneous. (a) Except as otherwise allowed in this Agreement, CLIENT shall not assign, sublicense or charge any rights, duties, and/or privileges under this Agreement to any person or entity, without the prior written consent of EXDIGITA, which may be withheld in EXDIGITA's sole discretion. EXDIGITA will exercise reasonable consideration of such requests. EXDIGITA may assign this Agreement. (b) This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any term or provision of this Agreement held to be illegal or unenforceable shall be deemed amended to conform to applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect. (c) The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default. (d) All notices and other communications required or permitted to be served on or given to either party shall be in writing and be delivered or transmitted to the intended recipient's address as specified herein or such other address as either party may notify to the other from time to time. Notices shall be treated as having been given three (3) days after deposit if sent by registered or certified mail, one (1) working day after delivery to the courier service if sent by courier, on delivery if hand-delivered, or on successful email transmission as signified by the sending email account. (e) Neither party to this Agreement shall be liable to the other for failure or delay

in the performance of a required obligation (other than CLIENT's obligation to pay Fees) if such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition to the other party and resumes its performance as soon as possible. (f) Headings and Section Titles in this Agreement have been inserted for convenience only and shall not affect its interpretation. (g) CLIENT shall be responsible for all of EXDIGITA's legal fees, including all attorneys' fees, court fees, and legal filing fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement. (h) This Agreement may be executed in two or more counterparts, each of which, when so executed, shall be deemed an original copy hereof, but together shall constitute one and the same Agreement. (k) The following provisions will survive expiration or termination of the Agreement: fees, indemnity obligations, confidentiality obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended or would be expected to survive termination of the Agreement. (l) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective stockholders, directors, officers, heirs, personal representatives, permitted successors and assigns.

Revised 7/22/2019