

Service Agreement

A. Services: This agreement covers all TechTell monitoring services and all related products and services offered by TechTell, Inc. Elma, WA, USA (Seller) to which you (Buyer) subscribe.

B. Eligibility: You are eligible to subscribe to TechTell, Inc. if, by acceptance of this agreement, you truthfully certify that: you are not a competitor of Seller.

C. Conditions of Use: Your use of Seller's services is subject to the following conditions:

- 1) you must not cause or allow robots or other automated processes to act upon or interact with Seller's systems or user interfaces without prior written permission from Seller, and
- 2) you must not use Seller's services in a way that causes unreasonable load on Seller's systems or unwanted load on systems with which you direct Seller's services to interact.

D. Use of Data: Buyer agrees that all data generated by the Services (Data) are for Buyer's internal reference only. If Buyer uses the Services to monitor devices which Buyer does not directly own, Buyer agrees not to publish or otherwise disclose Data acquired about such devices.

E. Non-Disclosure: Buyer will, through his use of Services and contact with Seller, become aware of trade secret information owned by Seller, including but not limited to the provision, delivery, and methods of operation of the Services, and of planned enhancements to same and current and planned marketing of the Services. Buyer agrees that all such information accessed through Seller's password protected systems, and through interaction with Seller's staff and agents, will be held in strict confidence and afforded all reasonable measures of security. NOTE: The provisions of this section shall survive for a period of not less than two years following expiration or termination of this contract.

F. Late Payments: If any payment due to Seller under this Agreement is not paid when due, Buyer agrees to pay Seller interest on the past due amount on a daily basis from the due date until the date paid at a rate equal to the lesser of 15% per annum or the maximum rate allowed by law.

G. Default and Remedies: Buyer will be in default under this Agreement if there is (a) failure to pay any amount when due (subject to a 10-day grace period for Buyers in North America, and a 21-day grace period for Buyers outside of North America), or (b) Buyer fails to comply with any provision of this Agreement, or (c) any representation made by buyer in this Agreement is or becomes untrue.

If Buyer is in default in any way, Seller may immediately take any one or more of the following actions for protection:

- (1) Declare all unpaid amounts due and payable;
- (2) Terminate this Agreement with respect to all or any part of the Services
- (3) Take any other lawful action Seller may deem appropriate to enforce Buyer's performance of this Agreement and/or obtain damages for Buyer's breach.

If Buyer defaults, he agrees to pay costs and reasonable attorney's fees Seller may incur in enforcing Seller's rights.

H. Certain Other Agreements: Buyer understands and agrees with Seller as follows:

- (1) Buyer will comply with all state and federal laws, rules, regulation and tariffs regarding any specific applications and use of the Services.

(2) Sales/use Taxes: Buyer will pay all sales or use taxes as billed by Seller. Buyer will also pay all other local, state or federal taxes arising out of his use of Services (excluding any income taxes), and Buyer will provide Seller with written proof of payment upon request.

(3) Reimbursement: If Buyer fails to pay any taxes, charges or fees, created by himself, Seller may at his option, pay the applicable taxes, charges and fees, and Buyer will reimburse Seller for those payments.

(4) Cancellation and Assignment: Until paid in full, Buyer may neither cancel this Agreement nor transfer it. Buyer may neither assign his rights or duties without Seller's written consent, which Seller may withhold at Seller's sole discretion. Upon prior notice to Buyer, Seller may assign or subcontract all or part of Seller's rights and obligations under the Agreement, in which event Buyer will look only to Seller's assignee and not to Seller for any further performance.

(5) Automatic renewal: This Agreement will automatically renew at the prior contract terms of service and pricing unless Buyer sends Seller written notice that he does not want it to renew at least fifteen (15) days before the end of the Agreement's term. Seller may cancel the automatic renewal term by sending Buyer written notice that Seller does not want the Agreement to renew, at least fifteen (15) days before the end of any term of the Agreement.

I. No Warranties: We are selling a service provided via multiple public and private facilities, some of which are not within our control. Seller does not guarantee the quality or condition of the Service. Seller does not guarantee your subscribed Services will be active and available 100% of the time and will not be held liable for any of losses in the event that there is a service failure. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS CONTRACT.

J. Miscellaneous:

(1) These terms and conditions are the complete Agreement between the parties. This Agreement supersedes all prior agreements, representations or promises made by Seller's representative that differ in any way from these terms and conditions.

(2) Any modifications of, or waiver of rights under, this Agreement must be in writing signed by the party or parties to be bound by the modification or waiver.

(3) No provision of any purchase order or other document which Buyer may issue covering any Equipment or Services will modify the terms and conditions of the Agreement: Buyer agrees that any such purchase order or other document is strictly for purposes of Buyer's internal use.

(4) Any failure on Seller's part to exercise Seller's rights, or any delay in exercising Seller's rights, shall not be deemed to be waiver of those rights, and waiver of any provision on any occasion shall not be construed to be a waiver of any other provision or on any other occasion.

(5) If more than one Buyer or Guarantor is named in this Agreement, each shall be jointly and severally liable for all the provisions of the Buyer and Guarantor.

(6) Any notices required under this Agreement must be delivered in person or mailed, properly addressed and with postage prepaid, or via e-mail, to the party entitled to receive the notice.

(7) This Agreement shall be interpreted under the laws of the State of Washington. Venue for litigating any dispute under this Agreement shall be in the appropriate Federal or State court in Grays Harbor, Washington.