Terms of Service

Provider: This document (the "Terms") defines and describes the Standard Terms of Service of Crossword Solutions Inc. ("we", "the Company"), an Ohio corporation having a place of business at 1793 Franklin Ave., Columbus Ohio 43205.

Services: Crossword Solutions provides support services to businesses, individuals, and other groups using the Macintosh computer (clients). These services include (but are not limited to) consulting, training, programming, installation of hardware and software, trouble-shooting and technical support. Services are provided both on-site and in our offices. Hardware and software are also sold and delivered.

Privacy: Trade secrets and other confidential or proprietary information to which we gain access during the performance of our services will be considered the property of the Client, and will not be disclosed outside the Company. Crossword Solutions acknowledges that the continued secrecy of such information is vital to the business of the Client.

Software Licensing: Software is installed only at the request of the Client. By doing so the Client expressly affirms that it understands and is in compliance with the relevant software license(s). Client agrees not to request the Company to perform any work which is in violation of any software license agreement. Client further agrees to indemnify and hold harmless the Company against any claim that the Company violated any software licensing agreement while performing services or providing goods at the request of, on behalf of, or in the offices of the Client.

Data Security: Adequate backup is the responsibility of the Client. In the unlikely event of lost or destroyed data (regardless of the cause thereof), our liability is limited to the work necessary to restore data from the Client's most recent available and functional backup. Neither the Company nor its employees will under any circumstances be liable for lost or damaged work product, nor for the cost of re-creating such work product.

Documentation: At the end of each job or business day as appropriate, we will provide to the Client a copy of our record of services performed, goods delivered, and billable hours accrued. At the end of each month we will provide a comprehensive invoice for all services performed and goods sold.

Satisfaction: We have always guaranteed the client's satisfaction with our services. We ask only that you inform us immediately when a problem is discovered, and allow us the opportunity to rectify the situation before seeking assistance from another provider. If the problem is a result of any failure, error or omission on our part, we will either solve the

problem for you at no additional charge, or adjust the charge for the service at fault, at our discretion and subject to these terms. The Company's liability is expressly limited to the fees charged for the service at fault, and will not under any circumstances include incidental or consequential damages.

Due to the complex and rapidly-changing nature of modern technology, the Company offers no guarantee of performance or suitability for any product sold or recommended. All products sold and recommended are backed only by their respective manufacturers and by those manufacturers warranties.

Work Product: Ownership of work product and other items related to our performance of these services is agreed to be as follows:

> Discoveries, Inventions, Techniques etc. used by us on your behalf, whether pre-existing or developed in the course of our work, remain the property of the Company.
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> Software Programs and program code developed or modified by us, including (a) AppleScript executables and (b) FileMaker Pro databases and their component parts, may be licensed or sold to you by separate agreement, otherwise they will remain our property. The data stored within a database is understood to be separate from the software which contains it.

Allowing the Client to use any such Discovery or Program under any verbally-agreed or otherwise unwritten terms does not waive our right to claim ownership thereto. Title to any such item or product passes to the client only on specific written agreement.

Rates: Standard rates for service range from $85 to $125 per hour. Normal service hours are weekdays 9 AM to 7 PM. Additional charges may apply to services requested as follows:

> For weekday service outside standard hours, 25%
> For all service on weekends and holidays, 50%

There is a minimum charge of one hour for each on-site visit. Emergency Service (sooner than first-available) incurs an additional 10% rescheduling charge. When billed, telephone support is billed in increments of one-tenth of an hour. Minimums and phone support are typically waived in follow-up situations.

There is no charge for travel within the Columbus Metro Area. Travel outside the Metro Area is charged by time and mileage, or by actual expenses, as appropriate.

The Company is unable to hold time on a tentative basis; all appointments are considered confirmed when made. Cancellations require two business days notice, or a charge of one to two hours depending on the amount of time reserved.

Invoicing and Due Dates: We invoice only for services performed and goods provided; invoices are customarily sent monthly. The payment due date is usually thirty days after our invoice date, and is clearly stated on each invoice. Payment must be received by the Company on or before the due date to avoid additional charges.

Late Payments: Any amount not received by the due date is considered Past Due, and is subject to (1) annual interest at the Past Due Rate of 12% and (2) a flat Past Due Fee of $50 per invoice or portion thereof.

Any amount not received by thirty days after the due date is considered Delinquent, and is subject to (1) annual interest at the Delinquency Rate of 24% and (2) a Delinquency Fee of the greater of $100 or 10% of the Delinquent Amount.

Any amount not received by sixty-five days after the due date is considered In Default. The Client understands and agrees that the Company may initiate an electronic transfer to collect any amount In Default including interest and fees.

Interest accrues from the invoice date to our receipt of payment. Interest and fees for Late Payments will be added to subsequent invoices until paid or collected.

Responsibility for Order: We perform services and provide goods at the request of the Client. These requests are made either verbally or electronically as the need arises, frequently on an urgent basis. By allowing services to be performed or goods to be delivered, Client accepts responsibility for those requests and agrees to these terms, regardless of their standard terms of purchase and payment.

Use of the Company's services and / or receipt of goods from it is an express agreement to pay all charges including fees and interest where applicable in our sole judgment, plus reasonable and necessary costs of collection including attorneys' fees and costs of litigation should that become necessary.

Client agrees that it will pay Company as invoiced at these rates and according to these terms.

Financial Security: We reserve the right to require evidence of ability to pay before performing services, or to require payment at the time of service, in our sole discretion.

Non-Solicitation: The Client shall not solicit for employment, directly or indirectly employ, or contract with any party for the services of, any current or former employee of the Company who has performed services for the Client through the Company for a period of at least six (6) months after the Company ceases providing services to the Client. The Company reserves the right to pursue such equitable and other remedies as are available at law, including injunctive relief, to enforce this clause.

Indemnification: The Client shall indemnify, defend and hold harmless the Company and/or its managers, employees, shareholders, directors and officers from all claims, lawsuits, actions, charges, expenses, judgments or any other obligations (including reasonable attorneys fees and litigation costs) arising out of injury, death, or damage to any person due to any negligent or intentional acts or omissions of the Client or any of the Client's employees. In turn, the Company will inform the Client as soon as is practicable should it become aware of any negligent or intentional acts or omissions by the Client or any of the Client's employees that it reasonably determines may lead to a potential claim by any person. This clause shall survive the termination of the Contract.

Enforcement and Severability of Provisions: The failure of either Party to enforce, at any time or for any period of time, the provisions of these Terms shall not be construed as a waiver of such provisions or of the right of either Party hereafter to enforce each and every provision. If any provision or clause of these Terms or application thereof to any person or circumstance is held invalid, illegal or unenforceable, such invalidation shall not affect other provisions or applications which can be given effect without the invalid, illegal or unenforceable provision or application, and to this end the provisions hereof are severable.

Headings: Paragraph headings used in this document are for convenience of reference only and shall not be construed as altering the meaning of the Agreement or any part thereof.

Applicable Law: These Terms shall be construed under and in accordance with the laws of the State of Ohio.

Choice of Forum: If any action at law or in equity is necessary to enforce or interpret terms of this Agreement, suit shall be brought in the City of Columbus, Franklin County, State of Ohio.