

PHYX

Support

SERVICE AGREEMENT

By purchasing a Support contract from Phyx Inc., you (User) agree to the following conditions of this agreement as of the date of purchase;

1. Use of information:

During support period, User may request information from Phyx Inc. regarding use of software files licensed from Phyx Inc.. All support-related information provided to User by Phyx Inc. is intended for informational purposes only.

2. Warrantites:

Phyx Inc. agrees to the following warranty regarding Support service;

Phyx Inc. shall assert best efforts to fulfill support requests from User within 24 hours of receipt, with the following exceptions;

- a. User's request is considered by Phyx Inc. to be vague or lacking requested information,
- b. User's request is considered by Phyx Inc. to be unrelated to Phyx Inc. software,
- c. User's request is considered by Phyx Inc. to be in violation of any laws.

Under any of the three conditions previously listed, Phyx Inc. reserves the right, without notice, to;

- a. suspend response to the request,
- b. suspend User's support contract,
- c. submit any communications made by/to User to law enforcement.

User agrees that Phyx Inc. holds no warranty as to the accuracy or amount of support-related information provided to User, and that Phyx Inc. is not responsible for errors or omissions regarding support-related information.

This warranty is a condition upon the use of said software files within the parameters contained within this license agreement.

This warranty is made in lieu of all other warranties or guarantees of any kind, expressed or implied. No other promise or affirmation of fact not contained in this section (2.) shall be deemed to constitute a warranty by the licensor or give rise to any liability or obligation of the licensor. Licensor expressly disclaims any and all other warranties of any kind whether express or implied not fully described herein.

3. Limitation of Liabilities:

In no event shall Phyx Inc. be liable for any special, indirect or consequential damages suffered by User or third party which arise out of or are related to the subject matter of this agreement, including any/all use of support-related information provided by Phyx Inc..

4. Indemnification:

User hereby agrees to indemnify, save and hold harmless and defend the licensor against any and all claims, demands, lawsuits, liabilities and all reasonable expenses incurred in the defense of the same, including attorney's fees which are the result of any matter arising from the breach of this licensing agreement by the User or use of the information provided by Phyx Inc..

5. Injunctive Relieve:

User agrees that in the event of misuse of information provided by Phyx Inc. to User under this agreement, Phyx Inc. shall be entitled to immediate injunctive relief without the requirement of posting bond. User agrees that by the nature of the support-related information mentioned herein irreparable injury to Phyx Inc. or its support services could be caused by improper use and that such injury may not be adequately compensated under normal damages.

6. Entire Agreement:

Phyx Inc. and User agree that this instrument constitutes the entire agreement between the parties and cannot be modified except by written instrument signed by the parties hereto.

7. Use of Licensee material for Promotion:

User hereby grants to Phyx Inc. the right to use its products which utilize Phyx Inc.'s materials in its productions. Said use shall be limited to that of promotion of the Phyx Inc.'s products on its website and/or written or otherwise published promotional materials. Such promotion shall in no way be used by Phyx Inc. for a method of direct compensation in any manner or in a manner otherwise contained herein.

8. Choice of Law:

This agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, U.S.A.. Both parties hereby agree that any action by either party to enforce any of the terms or conditions of this agreement shall be brought in the State of Ohio. Phyx Inc. and User agree that the prevailing party in such action shall be entitled to receive, in addition to any other relief which might be granted by the court having jurisdiction over the action, reasonable attorneys fees and costs.