



510 W. 6th Street, Suite 1032
Los Angeles CA 90014

Tel_213.623.4422
Fax_213.623.1425
www.logicmate.com

Hourly Purchase Agreement

TO:

Thank you for your order. Please be advised that in order to process your order, we require you sign and date this purchase agreement. This is our company policy for all purchase transactions.

The total amount charged to your credit card will be determined when the project has been completed at a rate of \$150.00 U.S. Dollars per hour with a min. charge of **30 min.** for the following:

DESCRIPTION

The Engagement

This service is for hourly software/hardware related issues/support only. Customer engages Logic Mate Inc and/or its suppliers for purchases and/or customization. Customer is advised to test the program thoroughly before relying on any component. Customer also agrees to assume the entire risk of using this program.

The full amount will be guaranteed by credit card, regardless of payment method. There are no returns and/or refunds on these items. All sales are final. If an item is defective, Logic Mate will replace it.

Note: Your credit card will not be charged if payment is made and cleared by a company check.

Please sign and date this form indicating your acceptance of the terms stated above.

Credit Card #: _____ Expiration Date: _____

Credit Card Holders Name: _____ Authorized _____

Customer Signature: _____ Date: _____



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SOFTWARE PURCHASE AND SERVICE TERMS AND CONDITIONS

Confidentiality

Logic Mate, Inc. will use any Customer information contained in the data, media and/or equipment provided to Logic Mate Inc by Customer ONLY for the purpose of fulfilling the Engagement, and will otherwise hold such Customer information in the strictest confidence. Any confidential information disclosed by Customer under this agreement will remain Customer's sole property, and Logic Mate, Inc shall employ reasonable measures to prevent the authorized use of such information, which measures shall not be less than those measures employed by Logic Mate, Inc in protecting its own confidential information. Logic Mate, Inc. will not disclose confidential information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to Logic Mate) and not to any other party.

Payment

Customer agrees to pay Logic Mate, Inc all sums authorized from time to time by Customer, which will typically include charges for Logic Mate services, reasonable travel and per diem expenses for on-site work, shipping and insurance (both ways), and actual expenses, if any, for parts, media, and/or off-the-shelf software used in the Engagement.

Usage

Customer is advised to test the program thoroughly before relying on any component and user also agrees to assume risk of using this program.

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES

Logic Mate, Inc. MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND LOGIC Mate, Inc SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

Limitations of Liability; Limitation of Damages

In no event will Logic Mate be liable for any indirect damages whatsoever. The total liability of Logic Mate, Inc to Customer under this Agreement shall in no event exceed the total sums paid by customer to Logic Mate, Inc.

Miscellaneous

The parties agree that the laws of the state of California shall govern this Agreement and agree to venue in Los Angeles County, California; provided, however that if any provision of this Agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the Agreement shall remain in full force and effect. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control. This Agreement, together with any exhibits or other attachments provided by Logic Mate, Inc, constitutes the entire Agreement between the parties in relation to this subject matter and supersedes all other terms including any **purchase** order terms.

Customer Signature _____