

PLEXUS 2D/3D LEGAL DEMONSTRATIVE EXHIBITS

TERMS AND CONDITIONS

Apply to the party accepting the contract which includes all of the created computer-generated illustrations, visualizations, animations, graphics other pertinent materials, photographic prints, videographic records produced by Plexus 2D/3D Legal Demonstrative Exhibits. Client and their representative agrees to be bound by all of the terms and conditions thereof.

ESTIMATES

Plexus will provide an itemized cost estimate to the Client for his/her approval of the project. Revisions and/or additions to the project and the related charges associated with those new changes will be reflected in a revised estimate which will be sent to the Client for their approval and signature.

ADVANCE PAYMENTS

Upon delivery of the project statement including a formatted payment schedule reflecting the costs associated with the project's production, Client agrees that services will commence when signed authorization to proceed and receipt of the initial payment (45% of total) has been received.

SUBSEQUENT PAYMENTS

Payments shall be made pursuant to the payment schedule applied to the project. In the event that the Client does not adhere to the payment schedule set forth and agreed upon, all work shall cease until payment is received.

TERMS OF PAYMENT

Client agrees to pay the final balance upon the project's completion and final delivery. Payment is to be on a C.O.D. basis unless an alternate payment schedule has been agreed upon in writing by both parties.

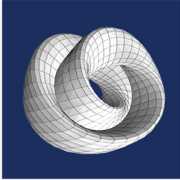
PROOFS AND REVISIONS

Plexus 2D/3D Legal Demonstrative Exhibits shall provide Client proofs and/ or copies of work-in-progress for his/her approval. Approval of second proofs and/ or copies shall constitute an agreement to accept the final completed project. If Client requests alterations or additions to the project which were not addressed previously, both labor and materials costs reflecting those changes will be submitted to the Client for approval. Upon receipt of signed authorization for the charges reflecting those changes and additions, those new changes will be implemented.

148 STONECLIFFE AISLE
IRVINE, CALIF. 92612

PHONE 949 725 0790
FAX 949 725 9447

EMAIL MICHAEL@PLEXUSLEGALEXHIBITS.COM
WEB WWW.PLEXUSLEGALEXHIBITS.COM



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DELIVERY

Plexus 2D/3D Legal Demonstrative Exhibits will exercise due diligence in completing projects in a timely manner. Obligation to adhere to the delivery schedule is dependent upon the timely delivery by any/ all vendors and upon the timely delivery by the Client of authorization to proceed, receipt of all pertinent documents, reference materials and specifications, approvals of preliminary work, and any agreed-upon progress payments. If delivery delays occur through no fault of Plexus 2D/3D Legal Demonstrative Exhibits and reasonable steps were taken by Plexus to attempt to circumvent or alleviate the delay, Plexus shall not be held liable for damages to Client as a result of those delays. Furthermore, Plexus 2D/3D cannot be held responsible for exhibits damaged in shipment.

OWNERSHIP RIGHTS

Plexus 2D/3d Legal demonstrative Exhibits shall have the right to keep computer files or copies of all materials, and shall have the right to use such materials or copies thereof, in publications for professional promotion of Plexus. In such uses, Client shall be given credit as the commissioning entity. Client agrees to allow Plexus to factually represent its involvement in the project to any and all parties. Plexus 2D/3D Legal Demonstrative Exhibits shall not use such materials produced until all legal proceedings relating to such materials have been fully adjudicated

COPYRIGHT

It is expressly agreed that the work created by Plexus 2D/3D Legal Demonstrative Exhibits shall in no way be considered work-for-hire. All ownership and copyright interests remain the exclusive property of Plexus 2D/3D Legal demonstrative Exhibits. Client is granted a license to use the computer-generated illustrations, animations, visualizations and other materials created in the legal proceeding specifically related to the project. A condition of this license is Client's timely payment of Plexus 2D/3D Legal Demonstrative Exhibits' fees and costs, which Client may satisfy after using the project, by such timely payment. Plexus 2D/3D Legal Demonstrative Exhibits retains ownership of all original artwork created.

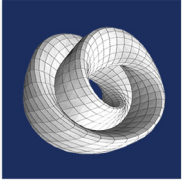
INDEMNIFICATION FOR CLAIMS

Client agrees to hold harmless and to indemnify Plexus 2D/3D Legal Demonstrative Exhibits for all costs, expenses, attorney's fees, or judgements resulting from any claim or lawsuit against Plexus 2D/3D Legal Demonstrative Exhibits for copyright infringement or for any other claim or lawsuit against Plexus 2D/#d Legal Demonstrative Exhibits arising out of the unauthorized reproduction of any work by Plexus 2D/3D at the request of Client.

LIMITATION OF DAMAGES

Plexus 2D/3D Legal Demonstrative Exhibits does not assume liability for Client supplied materials, such as pictures, prints, artwork or any other materials which are submitted with orders, whether lost or damaged by fire, theft, negligence or any other means, beyond a \$200.00 replacement value. Plexus 2D/3D Legal Demonstrative Exhibits shall not be liable for any other damages and in no event shall it be liable for any consequential damages hereunder.

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ATTORNEY'S FEES

Should any litigation be commenced between Client and Plexus 2D/3D Legal Demonstrative Exhibits, the party prevailing shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees which shall be determined by the court in such litigation or in a separate action brought for that purpose.

GOVERNING LAW

This order shall be construed under and in accordance with the laws of the State of California.