

COLLECTION REPAIR SERVICES AGREEMENT

This COLLECTION REPAIR SERVICES AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between _____ ("Customer") and QSA ToolWorks, LLC ("QSA").

Customer has, in the past, compiled various data into a collection ("Collection") created through the use of an computer software application program created with the development software program called "Helix" or "Helix Express" ("Helix Software") currently published by QSA ToolWorks, LLC of New York, New York. The Collection was created either through Customer's internal personnel or with the services of an outside software developer.

B. Customer has now encountered problems associated with the functionality of its Collection or has lost a needed user name password and has requested that QSA modify, repair, and/or nullify a password for the Collection ("Collection Repair Services").

C. QSA is willing to assist Customer in providing Collection Repair Services. However, because the Collection was created through the use of software in an application developed either by Customer or through the use of a third party application developer, it is necessary that QSA obtain an indemnity for rendering such Collection Repair Services to Customer and limit any potential liability for damage to the Collection. QSA therefore seeks an agreement of indemnity from Customer and limitation on its liability for the actions of its employees or agents for all Collection Repair Services.

Customer Representations. Customer hereby represents and warrants to QSA that: (a) Customer is the sole owner of the entire right, title and interest in, to and under the Collection and has the full and complete right to use the Collection and has good title to and good right to transfer a copy of the Collection to QSA for rendering Collection Repair Services, and no other person or entity has any right, title or interest in the Collection; (b) there are no third parties that have any rights (whether a claim of ownership, security interest or otherwise) that would impair QSA's ability to render Collection Repair Services to the Collection submitted to QSA; and (c) Customer has not executed any prior assignments of, or in any way transferred or encumbered or created or permitted any lien upon or charge against, the Collection which would impair QSA's ability to render Collection Repair Services.

Limitation of Liability. QSA shall not be liable for any loss sustained by Customer resulting from QSA's rendering of any Collection Repair Services, or loss of data, or from any other act or omission of QSA under this Agreement. The Collection Repair Services and any accompanying materials (including instructions for use) are provided "AS IS" without warranty of any kind. QSA does not warrant, guarantee or make any representations regarding or the results of the Collection Repair Services, or any work product created therefrom, or written materials in terms of correctness, accuracy, reliability, currentness or otherwise. No oral or written information or advice given by QSA, its agents, or employees will constitute or give rise to any representation or warranty as to the accuracy or correctness of such information or advice and Customer shall not be entitled to place reliance thereon. Neither QSA nor anyone else who has been involved in the creation, production or rendering of any Collection Repair Services shall be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information and the like) arising out of the use or inability to use such product even if QSA has been advised of the possibility of such damages.

Duty of Indemnification. Subject to the terms of this Agreement, Customer agrees to indemnify and save QSA harmless from and against any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of action, and reasonable costs and expenses suffered, sustained or required to be paid by QSA as a result of all Collection Repair Services rendered by QSA, or its employees or agents. QSA shall have the option, at its sole option, to defend any claim by any third party, and Customer agrees to reimburse QSA for any expenses, including attorneys fees, incurred in defense of such claim. QSA shall have the right to employ its own counsel at the cost of Customer.

Notification and Defense. Customer's duty to indemnify and defend QSA shall be subject to the condition that QSA (i) notify Customer of any claim, or of any circumstances or facts which might give rise to a claim, against QSA for indemnity, to the extent known by QSA, (ii) give Customer an opportunity to defend against such claim, and (iii) provide Customer with information and otherwise cooperate in the defense of such claim.

Settlement of Claims. QSA shall have the option, at its sole option, to defend any claim by any third party by entering into a settlement agreement, whereby Customer is required to reimburse QSA for all expenses, including attorney's fees, incurred in the settlement of such claim. Moreover, QSA shall have the right to settle a claim without Customer's consent, and without forfeiting the right to be reimbursed for the amounts paid in settlement, if, at the time of the proposed settlement, Customer refuses to indemnify and defend QSA in violation of this Agreement.

Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any other prior agreements, representations or understandings.

Customer

[print name]

By: _____

Title: _____

QSA ToolWorks, LLC

Matthew Strange

By: _____

Title: _____