

Indemnification and Limitation of Liability: Getitrecorded.com (a division of Get it Filed) provides its Services under this Agreement "as is" and cannot make any affirmation of fact or warranty with respect to the filing/recording of documents with any Governmental Agency and whether the documents will be accepted by any Governmental Agency, and hereby expressly disclaims all express and implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary interests. Getitrecorded.com shall make all reasonable efforts to ensure that documents are filed/recorded and/or delivered as per Getitrecorded.com's intended work and the options selected. CUSTOMER's sole remedy and liability for non-performance of the Getitrecorded.com Services, shall be the application of service credits. Getitrecorded.com SHALL NOT BE LIABLE FOR ANY CLAIMS OR LIABILITIES IN RESPECT OF ANY LOSS OF PROFIT, LOSS OF OPPORTUNITY, GOODWILL OR REPUTATION OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE OPERATION OR PERFORMANCE OF THE GETITRECORDED.COM SERVICES, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER hereby agrees to defend, indemnify and hold Getitrecorded.com, its successors and parents, subsidiaries and affiliates and its and their employees, officers and directors, harmless from and against any claim, loss, damage, costs or expenses (including reasonable attorney's fees) arising out of or in any way connected with the performance of the services by this Agreement.

In absolutely no event will Getitrecorded.com or any of its affiliates be liable to CUSTOMER for (i) any sum greater than the total Getitrecorded.com Service fees received by Getitrecorded.com from CUSTOMER for the provision of Getitrecorded.com Services in the 12 months immediately preceding the event giving rise to a claim under this Agreement; or (ii) any claim arising from: (a) modification of the Getitrecorded.com Services; (b)

use of the Getitrecorded.com Services in a manner not contemplated by this Agreement; and/or (c) use of the Getitrecorded.com Services in combination with any service not provided by Getitrecorded.com, whether or not with Getitrecorded.com's consent.

In the event that CUSTOMER provides documents to Getitrecorded.com for filing/recording and the documents are rejected because they are false and/or fraudulent, or the Government Agency determines that the documents have been altered, CUSTOMER shall be liable to Getitrecorded.com. CUSTOMER and Getitrecorded.com agree that it would be impracticable or extremely difficult to fix damages. Accordingly, the Parties agree that, under the circumstances existing at the time of this Agreement, it is reasonable to liquidate and the parties hereby do liquidate the amount of said damages in the amount of One Thousand Dollars and 0/100 (\$1,000.00) for each and every breach of this paragraph.