

LP TRANSFORMS – Services Agreement

This Agreement, which is entered into and accepted on the last date set forth below, is between 21st Century Services, LLC, dba "LP TRANSFORMS", hereinafter referred to as "LP TRANSFORMS", and

_____ ("Customer").

LP TRANSFORMS and Customer agree that all goods and services provided by LP TRANSFORMS for this and future Engagements will be governed by the following terms and conditions:

The Engagement. Customer engages LP TRANSFORMS and/or its suppliers to use LP TRANSFORMS's current procedures and efforts to: transfer the audible content of Customer's long playing record(s) (LPs) from an analog signal to a digital signal and provide this data back to the Customer in a standard digital format, such as WAV, AIFF, FLAC, etc., selected by the Customer. LP TRANSFORMS will return to the Customer the data on media appropriate for Customer's use, such as CD-R, DVD-R, or other media required by the size of the data files. LP TRANSFORMS fixed charges may not be sufficient to accomplish the Engagement; no additional charges will be incurred without Customer authorization. An estimate for services in no way limits or restricts LP TRANSFORMS from billing Customer for services required to complete the requested task(s) or project(s). LP TRANSFORMS may, at its sole discretion, adjust charges for services to be less than full charge for the actual time spent on the requested task(s) or project(s). Customer authorizes LP TRANSFORMS to listen to and make digital copies of Customer's LP(s) as needed to complete the Engagement. For the purposes of completing the Engagement, Customer assigns LP TRANSFORMS as its legal agent.

Confidentiality. LP TRANSFORMS will use any Customer Information only for the purpose of fulfilling the Engagement, and will otherwise hold Customer Information in the strictest confidence. Confidentiality obligations shall not apply to any information which enters the public domain through no fault of LP TRANSFORMS; which was known to LP TRANSFORMS prior to receipt from Customer, which is disclosed to LP TRANSFORMS by a third party (other than employees or agents of either party) which in making such information available to LP TRANSFORMS is not in violation of any confidentiality obligation to the disclosing party; or which is independently developed by LP TRANSFORMS without recourse to the Customer.

Payment. Customer agrees to pay LP TRANSFORMS all sums authorized from time to time by Customer, which will typically include charges for LP TRANSFORMS services, reasonable travel and per diem expenses for on-site work, shipping and insurance (both ways), and for hardware, parts, media, and/or off-the-shelf software used and any applicable taxes due, in the Engagement. Unless otherwise agreed to in advance by LP TRANSFORMS, all such sums are due and payable before LP TRANSFORMS delivers the digital files back to the Customer; by cash, company check, bank money order, or certain credit cards that are currently accepted by LP TRANSFORMS. Credit card fees, usually 3%, may be added to the Invoice. Terms of Net 10 are offered to customers that receive a monthly invoice.

Acknowledgment of Existing Condition. Customer acknowledges that the LP or other media may be damaged prior to LP TRANSFORMS receipt; and Customer further acknowledges that the efforts of LP TRANSFORMS and/or its suppliers to complete the Engagement may result in the destruction of or further damage to the equipment/data/media. LP TRANSFORMS for itself and its suppliers regrets that it will not assume responsibility for any damage or loss that may occur to the Customer's LP/data/media during LP TRANSFORMS's efforts to complete the Engagement. Certain conditions of the LP(s), including but not limited to warps, scratches, poor quality recordings, surface noise, ticks, pops, excessive wear, etc., may exist on the Customer's LP(s) that may make it impossible to satisfactorily complete the engagement. LP TRANSFORMS assumes no responsibility and provides no warranty, without exception, for any existing condition. In the event of an existing condition on the Customer's LP(s)/media that prevents satisfactory completion of the engagement, Customer agrees to pay LP TRANSFORMS an inspection and return shipping fee of \$40.

Unpaid Charges; Security Interest. In the event there are any unpaid charges, Customer grants LP TRANSFORMS a security interest in and to the equipment/data/media to secure the payment of the charges incurred hereunder. Any items which have not been claimed and/or paid for within sixty (60) days after the date of completion of the Engagement will be considered abandoned by the Customer and may be disposed of (including all equipment/data/media containing data) at the sole discretion of LP TRANSFORMS.

No Warranties; Disclaimer Of All Warranties. LP TRANSFORMS for itself and its suppliers, makes and Customer receives no warranties or conditions for any good or service, express, implied, statutory, or in any communication with customer and LP TRANSFORMS, for itself and its suppliers, 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. LP TRANSFORMS may, at its sole discretion, assist the Customer in obtaining warranty service and/or parts replacement that may be in effect from a supplier or manufacturer, and Customer agrees that any and all assistance provided in this regard by LP TRANSFORMS will be paid for by Customer at the normal hourly labor rate of \$90.00 per hour.

LP TRANSFORMS strives to provide the highest quality product, but assumes no obligation to update or otherwise revisit a delivered product. Analog-to-digital conversions are provided as-is at a single point in time.

Limitation of Liability; Limitation of Damage. In no event will LP TRANSFORMS or its suppliers be liable for any damages whatsoever, including without limitation damages for loss of data or electronic information, loss of business profits, business interruption or other pecuniary loss, or incident, consequential or indirect damages arising from the Engagement, even if LP TRANSFORMS or any authorized representative has been advised of the possibility of such damages. Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk. The total liability of LP TRANSFORMS or its suppliers to Customer under this Agreement shall in no event exceed the total sums paid by Customer to LP TRANSFORMS for the specific service task. LP TRANSFORMS will specifically not be liable or responsible for any and all damage or loss of any data, or any loss of physical media including Customer's LP(s), compact disks, digital video disks, hard drives or any other customer property. LP TRANSFORMS may, at its sole discretion, assist the Customer in obtaining replacement media associated with this Engagement.

Customer's Representation and Indemnification. Customer warrants to LP TRANSFORMS that it is the legal owner of and/or has the right to the LPs/data/media/software including all rights to perform the steps and activities necessary to complete the Engagement; and Customer will defend, at its Expense, indemnify, and hold LP TRANSFORMS and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against LP TRANSFORMS resulting from Customer's breach of this section.

Uncontrollable Circumstances. Either party's performance of any part of this Agreement shall be Excused to the extent that such performance is hindered, delayed, or made impractical by: (a) the acts or omissions of the other party; (b) flood, fire, strike, war, or riot; (c) unavailability of parts or software; (d) any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that party. Upon the occurrence of any such event(s), the party whose performance is so affected shall notify the other party of the nature and Extent of the events so that decisions to mitigate the negative effect(s) of such event(s) may be promptly made. In any instance where the language of Section (a) of this paragraph may be in conflict with any part(s) of the paragraph(s) "Acknowledgement of Existing Condition" and/or "Limitation of Liability; Limitation of Damage", then the paragraph(s) "Acknowledgement of Existing Condition" and/or "Limitation of Liability; Limitation of Damage", will take precedence.

Miscellaneous. The parties agree that this Agreement shall be construed and the relations of the parties shall be determined in accordance with the laws of the state of Colorado; 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. The place of adoption of this Agreement is deemed to be the principal place of business of 21st Century Services, LLP, 15095 East Grand Avenue, Aurora, CO 80015, U.S.A. Any revision or modification of this Agreement shall be effective only if it refers to this Agreement; is in writing, and is signed by an authorized representative of each party to this Agreement. Facsimile signatures for this Agreement and any subsequent exhibits are effective to bind the signing party and admissible in any court and/or for any lawful purpose. This Agreement, together with any exhibits or other attachments, constitutes the entire Agreement between the parties in relation to this subject matter.

Customer agrees to the terms of this Service Agreement.

Customer Signature _____

Date _____

Printed Name _____

Company/Title _____

Address _____

City, State, Zip _____

21st Century Services, LLC dba LP TRANSFORMS

Signed _____ Date _____

Jerry R. Seigel, President