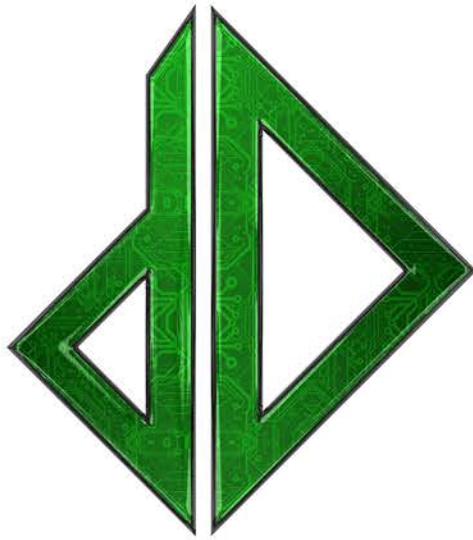
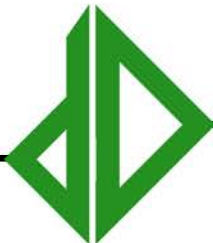


Data
Dynamics
LLC



Terms & Conditions

© Doug Fullerton
July, 2012



Data Dynamics Terms and Conditions

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Doug Fullerton
Data Dynamics LLC Owner
2162 N. Sheeran Dr.
Milford, MI 48381
Mobile: (248) 787-1848
Email: doug@datadynemi.com
Website: <http://datadynemi.com>



Data Dynamics Terms and Conditions

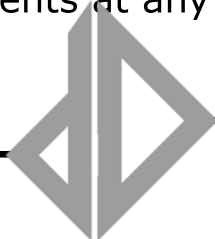
Introduction:

Thank you for choosing Data Dynamics for your computing needs! We wish to ensure that your experience is pleasant, productive, and as easy as possible. With that said, please feel free to review these documents to better understand not only what Data Dynamics requires of a Renter or Client, but also our stance on insurance, risks, payments, and refunds.

While this document is broken into four parts: *Introduction, Reservations and Payments, Insurance and Legals, and Refunds*, we have a very simple ordering process that consists of a couple simple steps before this point. First, a customer may simply give us a call, email, or send a form submission at any time to inquire about a system rental. Data Dynamics will contact the interested party to obtain rental information and secure a security deposit. We will then deliver, setup and assist the Renter or Client in using a system for their needs during the rental time. Once rental time is completed, we will return to reclaim the system and process any remaining payment balance. For remote rentals, please see Page 14.

For the sake of this document and Data Dynamics LLC Literature, "Renter", "Client" or "Customer" represents the end-user, business, corporation, entity, or organization which has agreed upon the rental terms of Data Dynamics in whole or in part. "Data Dynamics", "Data Dynamics LLC", "The Company", "We"; including byline "Getting Your Data Done." or its likenesses in name or identification whether in physical or digital form, including graphics, literature, and likenesses, in all documentation and the website, means and refers to Data Dynamics LLC computer rental company.

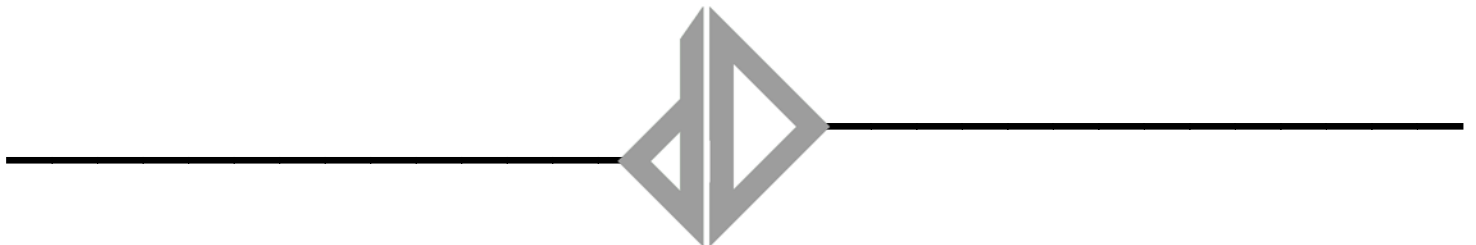
By signing, whether physically or digitally, any Terms and Agreement Pages, Contract, or Rental Form ("Rental") Literature, the Client is bound by Data Dynamics LLC's Complete Terms & Conditions and understands and acknowledges Data Dynamics' ability to dissolve, break, or otherwise create null and void these Legal Documents at any time without cause. (cont).



Data Dynamics Terms and Conditions

A copy of the Terms and Conditions aka Legal Agreement and the Rental Agreement, will be given to all Clients upon signing of their Rental Form(s), and is available at all times by either 1. Contacting Data Dynamics directly, or, 2. Digitally downloading the Terms and Conditions and Legal Documents by visiting the Company's Website (<http://datadynemi.com>). Downloading presumes the usage of Computer, Mobile, or other capable equipment with the ability to connect to the Internet and displaying webpage URL's of the Company's Business via the Internet and/or by accessing the aforementioned documents in Microsoft Word, Adobe PDF, Browser URL-directed, or by any other means as to where text may be read and interpreted.

Data Dynamics LLC will be as thorough as reasonably required should questions or other uncertainties arise that require clarification to the Client as to the ability, inability, limitation, or capability of The Company regarding Services rendered to the Client, insomuch as The Company and/or Doug Fullerton is capable of knowing said circumstances as they arise.



Data Dynamics Terms and Conditions

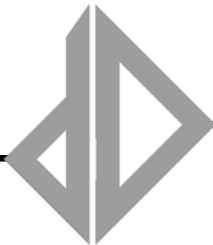
Reservation Process / Prices:

The Client releases Data Dynamics LLC "The Company" and Doug Fullerton from any and all liability, including but not limited to, the following circumstances: scheduling conflicts, a first-booked-first-served basis, inclement weather, technical and/or equipment issues, any hardware errors, software errors, programming errors, or other errors, failures, or down-time, either directly caused by or outside of The Company's control whether a loss of revenue occurs to The Client or not; lack of transportation, and other circumstances beyond the control of The Company that may hinder The Company from providing service to the Client.

It is agreed that the Client secures a rental date by paying the system security deposit of \$1,000 with a valid, authorized credit card, or company check (verified upon system delivery and only during banking hours), then pays the remaining rental balance due on date of system pick-up after a successful passed inspection. This amount, based upon \$100.00 per day increments, is assessed from the time of system delivery and will increment on a 24-hour timeframe. If for example, John Doe rented a system which was delivered at 1:00pm (1300 hours) Wednesday with a prior reservation, and The Company picked up the system Thursday at 5:00pm (1700 hours), John's Company would be billed for \$200.00 as he had use of the system for the past 28 hours. All remaining rental balances are due in full upon system pick-up.

If immediate, "on-call / same-day" delivery to a Renter or Client's place of business is needed, a first-day rate of \$200 will be charged against the security deposit and the regular rate of \$100/day will apply after the first day.

By making the necessary security deposit, a Client will then have the Service of Data Dynamics LLC / The Company for the Day(s) arranged in contract despite multiple inquiries by Customers for a specific timeframe or Day(s). The Refund Policy is likewise stated on the last page of the Agreement and the Terms and Conditions and is the Client's sole (cont).



Data Dynamics Terms and Conditions

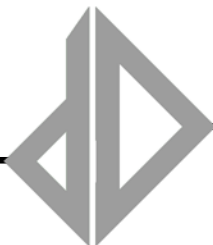
Reservation Process / Prices (cont):

responsibility for understanding Data Dynamics' / The Company's Terms and Conditions regarding payment or failure thereof.

By accepting the Rental Agreement, Rental Form, Rental Reminders, and these Terms and Conditions, Renter or Client agrees to wholly pay the amount agreed upon in the Rental Agreement to Doug Fullerton and/or Data Dynamics LLC. One week as stated on the Rental Form is identified by a period of seven (7) days, henceforth determined from the delivery time of a system to Renter or Client. Daily Rental accrues any day of the week where a system is rented beyond 24-hours continuous. If equipment remains unreturned past the appointed day of the Rental Agreement, fees will continue to accrue at the daily rental rate of \$100.00/day.

Data Dynamics' policy of rental includes system technical support over the phone to troubleshoot any problems that may arise while a system is on-site at the Renter's or Client's place of business.

Data Dynamics may use, at its discretion, system-monitoring software and hardware to ensure prompt troubleshooting, monitoring of, and successful operation of our systems. If system-monitoring tools, software, or hardware are used, ONLY pertinent observation of necessary system resources (task manager, online communication, etc.) will be used and NO inquiry, suggestion, accessibility, or query of any Client, Renter, or Companies' Data will be viewed or accessed for any reason outside of ensuring hardware and operational system stability. For on-site calls which require a technician to be present in person, a rate of \$100.00 per hour will be assessed to the final rental balance which is due upon system pick-up. Data Dynamics does not and will not guarantee that adjustments made by our technicians will solve a system problem at hand and Data Dynamics is not liable for any lost work, lost business revenue, lost wages, company or system down-time resulting from any instability of any program, hardware, or software or combination thereof which may affect the operation of a Renter's or Client's Business. (cont).



Data Dynamics Terms and Conditions

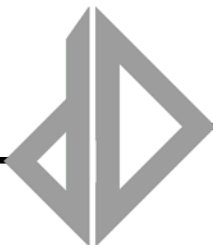
Reservation Process / Prices (cont):

It is the responsibility of the Renter or Client to thoroughly inspect the equipment after installation by Data Dynamics LLC on-site. If something is not working as intended, please contact us as soon as possible so that we may evaluate the situation. Once equipment is dropped off at Renter's or Client's place of business, it is the job of the Renter or Client to ensure the equipment is not stolen, damaged, or harmed. Any loss or damage to the equipment is to be evaluated by Data Dynamics and charged against the Renter's or Client's System Security Deposit first, and, if above the amount covered by the deposit, billed to the Renter or Client's place of business. It is the duty of Renter or Client to have authorized personnel available for acceptance of System Delivery at a mutual time agreed upon by the Renter or Client and The Company. Data Dynamics will pick up all equipment in person after a rental period concludes at the Renter's or Client's place of business. Failure of Data Dynamics' ability to gain access to said rental equipment will result in an additional charge of \$100.00 per day until Data Dynamics LLC is able to reacquire said rental equipment – this could occur, for example, if an office is closed and locked for the evening before a pick-up is made.

If technical support is required, please reach us by phone at **(248) 787-1848** or by emailing **doug@datadynemi.com**. Adjustments to final order payments will only be made after Data Dynamics has had the opportunity to inspect and troubleshoot the problem at hand and is at the sole-discretion of Data Dynamics.

For Remote Rentals, please see Page 14.

THERE IS NO SECURITY DEPOSIT REQUIRED FOR REMOTE RENTAL.



Data Dynamics Terms and Conditions

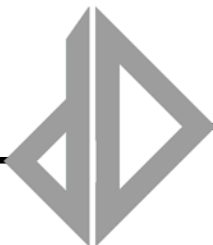
Refunds (Brief):

Data Dynamics will accept orders with a Security Deposit for any time in advance, however, any order cancelled on the date of delivery will be assessed a charge of \$200.00 for loss of business deducted from the Renter's or Client's Security Deposit. The remaining amount of the Security Deposit will be refunded within one week of the original delivery date to the Renter or Client. Any multi-day order cancelled "before" the date of delivery is assessed \$200.00 for loss of business paid from the Renter's or Client's Security Deposit. Any multi-day order cancelled "during" the rental period will be billed the Daily Rate for the number of days rented to the date of cancellation. These charges will be deducted from the Security Deposit up to \$1,000 or billed if in excess of \$1,000.

Liquidated Damages / Replacement / Liability:

Data Dynamics' policy of Liquidated Damages is as follows: Title to the equipment will at all times remain with Data Dynamics except as provided in this paragraph. As explained above, you are solely responsible for the equipment from the time when it is delivered to arranged pick-up time. If any equipment is damaged, lost or stolen during this period or is returned more than three days after the specified return date for any reason, as liquidated damages, Data Dynamics has the right to charge the Renter or Client for an amount equal to the retail replacement value of the applicable equipment plus any due rental fees with respect to rented equipment.

You agree that the liquidated damages provided for this paragraph are intended as compensation to Data Dynamics LLC, and are not intended to be a punishment or penalty because of damage We would suffer by way of loss, theft or return more than three days after the specified return date. Amount charged may vary due to a variety of reasons including, without limitation, our recovery of anticipated profit and lost sales due to unavailability of equipment along with price changes and availability in the marketplace.



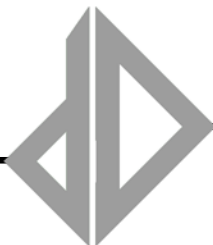
Data Dynamics Terms and Conditions

Liquidated Damages / Replacement / Liability (cont):

The Renter, Client, or Renter's Place of Business may, at their discretion, elect to obtain an Insurance Rider to insure themselves against the aggregate cost of the rental computer system, monitor, and accessories from Data Dynamics aka. "The System Package". If this is done before commencement of the rental process, said Renter, Client, or Renter's Place of Business will issue, once obtained, a duplicate copy of the rider to Data Dynamics for records keeping. If the Renter, Client, or Renter's Place of Business chooses to waive utilizing a rider, any and all system damages to "The System Package" will be billed to the Renter, Client or Renter's Place of Business. Charges will first be deducted from the Security Deposit, and the remainder (if any) must be paid by a valid business checking account or credit card.

Data Dynamics' equipment and systems will be in good working order upon delivery and our installation, assistance, and tear-down will be done in a professional manner. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DATA DYNAMICS LLC UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE EQUIPMENT OR SERVICES EXCEPT OTHERWISE PROVIDED IN THIS AGREEMENT. DATA DYNAMICS LLC ASSUMES NO RESPONSIBILITY THAT THE EQUIPMENT OR SERVICES WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE RENTING THE EQUIPMENT OR ORDERING THE SERVICES, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

Data Dynamics LLC's liability hereunder in any case is expressly limited, at Data Dynamics LLC's election, to repair or replacement (in the form originally delivered) of equipment not complying with this agreement, (cont).



Data Dynamics Terms and Conditions

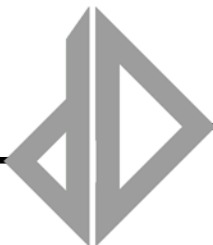
Liquidated Damages / Replacement / Liability (cont):

to use commercially reasonable efforts to re-perform in substantial compliance with the above warranty or to the repayment of, or crediting you with, an amount equal to the excess of the amount actually paid by you for the equipment rental and services over the reasonable value (as determined by Data Dynamics LLC) of your use of the equipment and services. Any action for claims arising under this agreement must be commenced within six months following delivery of the equipment.

Data Dynamics LLC's obligations are subject to, and Data Dynamics LLC shall not be liable for delays, failure to perform or damage, destruction or malfunction of the equipment, or any consequence of any of the above, caused or occasioned or due to fire, flood, water, the elements, labor disputes or shortages, power failure, acts of God or public enemy, shortages of equipment or supplies, unavailability or delays of transportation, act or omissions of anyone other than Data Dynamics or its managers, or any other cause beyond Data Dynamics LLC's reasonable control.

As used in these terms and conditions, the term "writing" and variations thereof include anything reduced to a tangible form, including a printed or handwritten document, email, or other electronic record, and the term "signed" and variations thereof shall include a handwritten signature and an electronic facsimile of a handwritten signature. Each party acknowledges and agrees that an electronic facsimile of a handwritten signature transmitted by e-mail or other electronic means shall be as effective to bind such party as a duly executed and delivered handwritten original. The words "hereto", "herein", "hereof", "hereunder" and similar expressions refer to this agreement in whole and not to any particular section, paragraph or other portion hereof. The term "agreement" means these Terms and Conditions and related Rental Order or Rental Form Agreement.

IN NO EVENT SHALL DATA DYNAMICS LLC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, (cont).



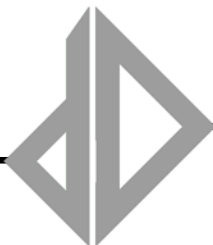
Data Dynamics Terms and Conditions

Liquidated Damages / Replacement / Liability (cont):

DIRECTLY OR INDIRECTLY ARISING FROM THE RENTAL OR USE OF THE EQUIPMENT, FROM THE ORDER OR USE OF SERVICES, FROM THE MALFUNCTION, NON-DELIVERY OR LATE DELIVERY OF THE EQUIPMENT OR FROM ANY OTHER CAUSE WITH RESPECT TO THE EQUIPMENT OR SERVICES OR THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY.

In the event any action or proceeding, including, without limitation, arbitration, is commenced by any party for the purposes of enforcing any provision of these Terms and Conditions (including without limitation the cost of collection), Data Dynamics LLC shall be entitled to recover, as part of any award, judgment, decision or other resolution of such action, proceeding or arbitration in their favor, their related reasonable attorney's fees, expenses and court costs (including expert witness fees).

These Terms and Conditions, including Liability (where necessary), also apply to our Remote Rental Service. The Security Deposit is waived for remote rental.



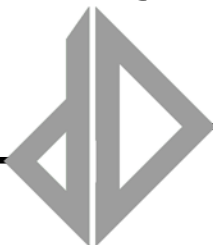
Data Dynamics Refund Policy

Refund Policy:

Data Dynamics LLC desires to give the highest quality service and hardware at very reasonable prices and terms. If however, something is not to a Client's liking, please let us know at your earliest convenience and we will work to make it right!

Every client must make a security deposit with us to ensure a rental. This amount will be 100% refunded within one week of the return of the rented computer system and a successful pass of inspection both on-site at the Rental Client's offices and back at the premises of Data Dynamics LLC less charges for the daily rental fees that are accumulated. The additional rental payment above and beyond the System Security Deposit is only refundable should severe circumstances enable an inability of a Client to complete their original Rental Agreement – a refund of any monies above and beyond the System Security Deposit is to be purely at the sole discretion of Data Dynamics.

While Data Dynamics LLC ensures that equipment is suitable for rental, as is mentioned in our Terms and Conditions, Data Dynamics LLC is not whatsoever liable for any damage or disruption caused by any of our offered systems, equipment, hardware, or software affecting any end Renter or Client's business, profits, or operation. It is at the sole-discretion of Data Dynamics LLC to charge any Renter or Client for substantial System Damage if suitable evidence exists for Data Dynamics to bring charge to the Renter or Client. It is at the discretion of Data Dynamics to only charge a Renter or Client for charges incurred to repair or replace any defective, non-operational, or damaged equipment – we will not charge beyond what is necessary to bring any system, component, or device to pre-rental quality. If it is absolutely necessary to charge a client additional expense, it is the role of Data Dynamics LLC to thoroughly disclose to the client any and all expenses assumed by The Company in a repair or replacement charge. Likewise, it is up to the sole discretion of The Company to charge a Renter / Client less than the price of their finalized Rental Agreement if an issue does arise (cont).

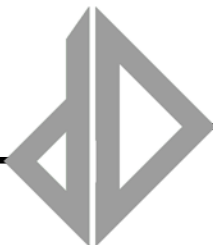


Data Dynamics Refund Policy

Refund Policy (cont):

Data Dynamics will accept orders / security deposits for any time in advance, however any order cancelled on the date of delivery will be assessed a charge of \$200.00 for loss of business paid from the Renter's or Client's Security Deposit. The remaining amount of the Security Deposit will be refunded within one week of the original delivery date to the Renter or Client. Any multi-day order cancelled before the date of delivery is assessed \$200.00 for loss of business paid from the Renter's or Client's Security Deposit. Any multi-day order cancelled during the rental period will be refunded the Security Deposit less the Daily Rate for the number of days rented to the date of cancellation. If less than \$1,000, this amount will be paid from the Renter's or Client's Security Deposit. If above \$1,000, the remaining balance up to the date of cancellation will be billed to the Renter or Client at the Daily Rate of \$100.00 per day, due in full upon system pick-up.

For Remote Rental, should a project be completed within the downpayment of \$20, any unused portion will be refunded to the client after time assessment. Projects that near the time equivalent of \$20 will have refunds made at the sole discretion of Data Dynamics. Remaining balances may also be held for future use by a client if the client wishes.



Data Dynamics Remote Rental

Remote Rental Policy:

In lieu of the traditional On-Site Rental method explained prior in the document, Data Dynamics also offers the traditional remote rental method as is common for server companies. Our procedures are very simple should clients choose to elect this method for computer use:

1. Please tick "Remote Rental" on the inquiry form if one is submitted.
2. Contact Doug (doug@datadynemi.com) with a weblink (Dropbox, please) so that he may download all necessary files, textures, projects or other data from your company. Please put your projects in the folder format of **CompanyName-Project#** Such as: **JoesEnterprises-Project1**
3. Doug will download, load, and test production of your project for an evaluation on time it is going to take to complete the project. This may be rendering a few frames, rendering a project once, etc. and is to his discretion.
4. The Client will charge atleast \$20 to begin work once the evaluation is completed. Doug will keep reasonable track of time and resources usage to create a final invoice for the client at project's end if over \$20 which is to be paid by Credit Card if necessary. If a client spends less than \$20, the balance will be refunded after the project completes or held to be used on a future project.
5. Doug will re-upload the client's project or files for the client once done.

****Please bake, specify, and/or provide directory structure for textures, plug-ins and any extras if files outside of a project are required. Doug will contact the client if missing files are needed.****

The price for remote rental is simple. \$0.12 per core, per hour. No credits or other extrapolations of pricing are required. This is a significant savings over the on-site rental method. **THERE IS NO SECURITY DEPOSIT REQUIRED FOR REMOTE RENTAL.**

All other general terms and conditions of Data Dynamics (where necessary) in prior pages of these Terms and Conditions apply.

