

Purchase Agreement Terms and Conditions

These MBS Purchase Agreement Terms and Conditions (hereafter, "MBSPATOC" are incorporated by reference into the MBS Purchase Agreement (hereafter, "MBSPA") by and between the Corporate Client listed in the MBSPA (hereafter, "Client") and Managed Business Solutions, LLC (hereafter, "MBS") to collectively form one singular agreement. (Hereafter, the "Agreement")

- I. **Incorporation by Reference.** These MBSPATOC incorporate by reference the MBSPA. The terms "Period of Coverage," "Corporate Client," "Contract Coverage Dates," "Equipment to be Serviced," "Client Environment," "Billing Amount," "Billing Frequency," refer to information as provided in the MBSPA.
- II. **Effective Dates.** This Agreement is effective as of the date first signed on the MBSPA.
- III. **Calculation and Payment of Compensation for Services.** Client agrees to pay MBS a sum for Compensation for Services calculated as set out below (cumulative).
 - A. Client will owe MBS the amount listed in "Total."
- IV. **Payment**
 - A. **Third Party.** MBS may in its sole discretion direct Client to pay all or a portion of Compensation for Services to a third party.
 - B. **Payments Due. Late Fees.** Payment for Services is due within net 30 days of MBS's invoice. A late fee of 1.5% of the amount due shall apply to any late payments. An additional late fee of 1.5% of the amount due shall apply for each additional 30 days that pass without MBS receiving payment.
 - C. **Termination for Non-Payment.** If Client defaults in the payment of any charges or other amounts due under this Agreement or any other invoice(s) due to MBS, its affiliates and/or directed third parties and fails to cure such default within 10 (ten) days after receiving written (including, but not limited to electronic mail) notice specifying such default, then MBS may in its sole discretion terminate this Agreement as of a date specified in such notice.
 - D. **Non-Refundable.** Payments made pursuant to this Agreement are not refundable nor creditable for any reason whatsoever.
- V. **Relationship of the Parties.** It is agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.
- VI. **Indemnification.** Client will defend, hold harmless, and indemnify MBS, its officers, employees, and agents from any and all costs, expenses, losses, damages, or liabilities based on a claim that MBS technology or marks infringe upon any intellectual rights of a third party and from any and all property damages or personal injury claims, costs, reckonings, awards, or judgments including all fines, penalties, arising from this Agreement.
- VII. **Limitation of Liability.** MBS will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and

irrespective of whether the Client has been advised of the possibility of any such damage. In no event will MBS's liability exceed the total amount of this Agreement.

- A. **Time Limit.** No action arising out of or relating to this Agreement or the transactions it contemplates may be commenced against MBS more than 12 months after the basis for such claim could reasonably have been discovered.
- B. **Force Majeure.** MBS will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond MBS's reasonable control.

VIII. Warranties. MBS MAKES **NO** REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, UNDER THIS AGREEMENT, AND MBS SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES UNDER THIS AGREEMENT.

IX. Entire Agreement. These MBSPATOC and the MBSPA collectively represent the entire Agreement by and between the Parties and supersedes any prior understanding or representation of any kind, whether made orally or in writing, which precedes the date the Agreement was signed by the Client.

- A. **Amendments.** This Agreement may only be modified in writing and any modification must be signed by Client and MBS.
- B. **Copy Provided.** By acceptance of these terms Client acknowledges receipt or opportunity to receive a duly executed duplicate copy of the MBSPA and these MBSPATOC.

X. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XI. Governing Law. The laws of the State of New Jersey (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

- A. **Venue.** A party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of New Jersey sitting in Bergen County. Each party to this Agreement consents to the exclusive jurisdiction of the courts of the State of New Jersey sitting in Bergen County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions it contemplates.

XII. Assignment. The Client may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of MBS.

XIII. Assignment of Rights in the Event of a Merger or Consolidation. If MBS merges, consolidates, or

engages in another transaction which leads to a change of control to another Corporation, LLC, or other business entity, MBSs rights under this Agreement will automatically assign to the surviving company.

XIV. No Waiver

- A. None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written Agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

XV. Headings. The section and paragraph headings appearing in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XVI. Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, which together will form a single agreement. This Agreement may be signed electronically.