

MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS

This Managed Services Agreement (together with the Managed Services Proposal and the Managed Services Order Agreement (MSOA), the “Agreement”) is made between Document Solutions LLC (“DS”), and the undersigned Customer (“Customer”), for the purpose of maintaining Customer’s IT Infrastructure in accordance with the terms and conditions set forth herein. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Service.** If selected by Customer on the MSOA, Customer agrees to purchase from DS, and DS agrees to provide to Customer, (i) the Servers & PCS and Network Equipment set forth on Schedule A attached hereto (the “Equipment”), (ii) managed services set forth on Schedule B included herein (the “Managed Services Solution”) at the installation locations and on the Equipment, (iii) the backup disaster recovery solution set forth on Schedule C attached hereto (the “BDR Solution”), subject to all the terms and conditions of this Agreement. Client may request additional products or other services outside the scope of the Services. These services may include, but are not limited to, relocations, out of contract support, server installations, major system changes or upgrades. Client understands that services outside the scope of this agreement will be invoiced on an hourly basis or as otherwise may be agreed. Client acknowledges that items not explicitly documented in this Agreement are by definition excluded.
2. **Term; Termination & Renewal.** The term of this Agreement shall be for the period set forth on the MSOA (the “Initial Term”) commencing immediately upon the Transitional Period Start Date set forth on the MSOA, and shall renew automatically for successive one year terms (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless either party provides the other party with sixty (60) days written notice of termination prior to the end of the then-current term. Client may terminate this Agreement for any reason by submitting written notice along with payment of an early termination fee equal to either the remainder of the payments of the current Term, or an amount equal to twelve (12) monthly payment plus the sum of all discounts provided. Pricing for this renewal term shall be at DS’ then current published pricing. Notwithstanding the foregoing, this Agreement may be terminated immediately by DS upon Customer’s failure to cure a breach of any provision of this Agreement within thirty (30) days of written notice of such breach. If either party terminates this Agreement, DS will assist Client in the orderly termination of services. Client agrees to pay DS hourly rates to render such assistance.
3. **Fees and Payment.** (a) Customer agrees to pay all fees specified in this Schedule. DS may invoice in advance for any recurring service, as such fees may be adjusted in accordance with Section 5.0 below. Invoices are payable upon receipt. Customer shall be responsible for all applicable taxes arising from the services. DS may suspend service if Customer has failed to pay any invoice within thirty (30) days of receipt. Unpaid invoices will be subject to a monthly service charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law.
4. **Service Level Agreement.** If Customer provides written notice to DS during the Term of a service level issue covered by this Agreement, DS will respond within one (1) business hour in

order to attempt to resolve such service issue via telephone. To the extent any on-site remediation, repairs or modifications are necessary, it will be scheduled to occur within 8 business hours.

5. Adjustments. DS reserves the right to adjust fees for the Services and Hardware if (i) the supported environment for the Customer materially changes, such as a change in the number of end users, workstations, servers, network elements supported, warranty or hardware maintenance coverage or other changes in the IT infrastructure, or (ii) the level of support required by Customer changes. DS anticipates that its costs for providing services will increase annually, and DS reserves the right to increase its fees on the anniversary date of this Agreement.

6. Project Fees. DS reserves the right to charge Customer for the time utilized in the development of quotes for hardware or software not ultimately purchased through DS. During the term of this Agreement Client agrees to keep DS informed, on a timely basis, of any changes, including but not limited to the installation of equipment such as computers, copiers, software or cloud services. Client agrees that if performance of the Technology is adversely affected by such changes or by a third parties acting on behalf of Client, then Client agrees to compensate DS for reasonable efforts to remediation or restore performance of the Technology.

7. Service Limitations. Customer agrees DS will not be required to make adjustments, repairs, or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement of the Equipment, (ii) Customer modifying, unauthorized or relocating, damaging (including, without limitation, unavoidable accidents), abusing or misusing the Equipment (iii) failure of or improper telephone, LAN wiring, or electrical power, (iv) Acts of God, improper ventilation or air conditioning, poor temperature control, lightning or other incidence of excess voltage or power surges. If DS provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance may be billed to Customer (and shall be due and payable in full upon receipt of invoice) at DS's then current rates for labor and parts. Customer agrees that DS will not be required to make adjustments or repairs if Customer's billing account status is unsatisfactory. Customer acknowledges that DS's ability to provide the Services and Equipment is subject to Customer's compliance with Customer's obligations set forth in this Agreement, including without limitation, the System Requirements and Customer Requirements set forth in the Managed Services Proposal.

8. LIMITATION OF LIABILITY. DS' total liability is limited to repair and maintain the equipment and services pursuant to this Agreement. DS will not be liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. DS will not be liable for any delay or failure to perform their respective obligations due to any cause beyond their reasonable control, including without limitation, performing services at a location deemed by DS hazardous to health and safety, Acts of God or government, riots, disturbances, war, strikes, terrorism, lockouts, slowdowns, prolonged shortage of energy suppliers, material shortages, epidemics, fire, flood, earthquake, lightning, explosion, failure of improper transportation, telephone or power. In no event shall DS be liable for loss of data resulting from delays in supplying service, repair of, or attempts to repair the Equipment or provide services. Client must follow reasonable DS guidelines for specifications, including but not limited to adequate RAM, hard drive space, age of equipment,

and internet access. Client agrees that if DS recommendations are ignored, performance of the technology may be adversely affected. In such cases, DS shall not be held liable for the performance of the technology. **THE CUMULATIVE, AGGREGATE LIABILITY OF DS TO CLIENT FOR ALL CLAIMS RELATED TO THE SERVICES, AND/OR THIS AGREEMENT, SHALL NOT EXCEED TWO (2) MONTHLY INSTALLMENT FEES PAID BY CLIENT UNDER THIS AGREEMENT.**

9. Access: You hereby grant to DS the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment as necessary to enable us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for DS to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. DS shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

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11. Waiver. No waiver of any of Customer's obligations, conditions, or covenants shall be considered to take place unless the waiver is in writing and signed by DS management. DS's failure to exercise any remedy it may have or any other acquiescence to Customer's default shall not constitute a waiver of any of Customer's obligations, including the obligation in which Customer is in default. DS shall be entitled to pursue any remedy available to it under this Agreement until Customer has completely performed all obligations of this Agreement.

12. Indemnification : Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which

indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

13. Confidential and Proprietary Information. Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitutes the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. Any templates, schematics, processes or technical documentation provided by DS shall be deemed Confidential Information and proprietary information of DS without any marking or further designation. Customer may use such information solely for its own internal business purposes. DS shall retain all rights to the aforementioned, which shall be returned to DS upon termination of the applicable Schedule. DS shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

14. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

15. Disputes; Governing Law; Arbitration; Attorney's Fees. This Agreement shall be governed by New Jersey law, without regard to its conflict of laws principles. Any legal action between the parties arising out of or related to this Agreement shall be adjudicated by binding arbitration in accordance with standard Arbitration Procedures located in Union County of the State of New Jersey. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

16. Complete Understanding; Modification. This Agreement, as well as any applicable terms of service, shall constitute the full and complete understanding and agreement between Customer and DS and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties.

17. Waiver and Severability. Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Agreement shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Agreement is found by a court of competent

jurisdiction to be unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect.

18. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

Notices. Any notice or communication required or permitted to be given to Document Solutions under this Agreement shall be mailed to Document Solutions LLC, Attn: MGMT TEAM, and marked "Private & Confidential" to the address: 151 Sumner Ave, Kenilworth, NJ 07033 and shall be deemed given (i) upon receipt if sent by certified U.S. mail (return receipt requested)