

Managed Business Solutions Marketing Plan Agreement

Terms and Conditions

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

I. Incorporation by Reference. These MBSMPATOC incorporate by reference the MBSMPA. The terms "Marketing Package", "Corporate Client", "Length of Contract", "Effective Date," "One-Time Total," and "Recurring Monthly Total" refer to information as provided in the MBSMPA.

II. Effective Date. The effective dates of this Agreement as of the first date listed under "Period of Contract" in the MBSMPA.

III. Length of Services. Services will be provided for the time period listed under "Period of Contract" in the MBSMPA.

IV. Description of Services. Beginning on or about the Effective Date, MBS will provide services selected in Marketing Package (collectively, the "Services").

V. Payment for Service. Client will pay compensation to MBS for the Services in the amount of the Total Professional Services Fee.

- A. Payment Calculation.** Client will pay compensation to MBS as follows:
1. A one-time payment in the amount of the One-Time Total
 2. Recurring monthly payments in the amount of the Recurring monthly total.
- B. Late Fees.** Payment for Services is due within net 14 days of MBS's invoice. A late fee of 1.5% of the Total Professional Services Fee shall apply to any late payments. An additional late fee of 1.5% of the Total Professional Service Fee shall apply for each additional 14 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 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.

VI. Renewal. This Agreement shall automatically be extended for an additional thirty (30) days without written notification by either party received thirty (30) days prior to the expiration of this contract as defined by the Effective Date and the Length of Services.

A. Recurring Renewal. This agreement shall continue to automatically renew for an additional thirty (30) days without written notification of an intent not to renew received thirty (30) days prior to its expiration (defined by the Effective Date, Length of Services, and Automatic Renewals).

B. Renewal Compensation. Compensation for the period of any automatic renewal shall be at the same rate as the original contract.

VII. 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.

VIII. Work Product Ownership. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by MBS in connection with the Services shall be the exclusive property of Client.

IX. Ownership of Customer Contacts. Any social media or marketing contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) created on behalf of Client are the property of Client. This does not include any "fans" or "followers" of any of MBSs personal or professional social media accounts.

X. Confidentiality. MBS will not at any time or in any manner, either directly or indirectly, use for the benefit of MBS, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. MBS will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, MBS will return to Client all records, notes, documentation, and other items that were used, created, or controlled by MBS during the term of this Agreement.

XI. Entire Agreement. These MBSMPATOC and the MBSMPA collectively represent the entire Agreement by and between the Parties and supersedes any prior understanding or representation of any kind preceding the Effective Date of the Agreement made orally or in writing by or between Customer and any MBS representative.

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 MBSMPA and these MBSMPATOC.

XII. 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.

XIII. 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 the Total Professional Services Fee.

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.

XIV. 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's 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.

XV. Client 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.

- XVI. MBS 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,
- XVII. Applicable 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 Hudson County and its appellate courts, for the purposes of all legal actions and proceedings arising out of or relating to this Agreement or the transactions it contemplates.
- XVIII. No Waiver.** 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.
- XIX. 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.
- XX. Counterparts; Electronic Signatures.** The Agreement may be signed in one or more counterparts, which together will form a single Agreement. The Agreement may be signed electronically.
- XXI.** Client agrees that MBS is not responsible for any outstanding debts or liabilities owed or any promises made in the form of monies exchanged, debts to be paid or equipment owed, written or verbally expressed by any employees or owner of GEM Office Technologies. Further, the Client will in no way hold MBS responsible or liable for any prior agreements whether written or verbally agreed upon with GEM Office Technologies.
- XXII.** Upon mutual agreement the Client may terminate this agreement with a 90-day notice. The Client will be responsible for all outstanding payments including the subsequent 90 days of service upon termination.