

## PURCHASE AGREEMENT AND TERMS AND CONDITIONS

1. **SERVICES & DELIVERABLES.** Tie National, LLC ("TIE") agrees to perform the services ("Services") and/or provide the equipment ("Equipment") described in a quotation made by TIE and delivered to Purchaser ("Quotation"), subject to the terms and conditions set forth herein ("Terms and Conditions"). In the event of any conflict between these Terms and Conditions and any provisions described in any Quotation or other purchase order, acknowledgment, or oral agreement between the parties, the provisions of these Terms and Conditions shall control. Any purported agreement by TIE to provide Services or Equipment is expressly contingent upon Purchaser's consent to the Terms and Conditions. By accepting any Services or Equipment or making any payment, Buyer agrees to these Terms and Conditions. Any different or additional terms proposed by Purchaser in any acknowledgment form, purchase order or other form (whether oral or written) are hereby rejected by TIE notwithstanding TIE's providing of Services or Equipment. TIE shall not be deemed to have agreed to any additional or different terms and conditions proposed by Purchaser unless TIE has agreed to such additional or different terms in a separate writing executed by TIE.

2. **PURCHASE: CUTOVER AND ACCEPTANCE.** The agreement between TIE and Purchaser represented by the Quotation and these Terms and Conditions (together, the "Purchase Agreement") is a cash purchase agreement pursuant to the "Cash" terms on the Quotation provided by TIE unless and until Purchaser converts its obligation to a lease pursuant to Paragraph 3. The "Cutover Date" means the date on which TIE executes or otherwise completes a "Closure of Installation Ticket."

3. **CONVERSION TO LEASE.** The Purchase Agreement may be merged into a lease upon acceptance of Purchaser as a lessee pursuant to a lease executed by Purchaser with a third party lessor. Upon conversion to a lease, the Down Payment shall be applied to the Advance Payment and to any Monthly Payment then due and payable, with any balance of the Down Payment to be refunded to Purchaser. Purchaser understands that any proposed lease, is subject to acceptance as to terms, conditions and creditworthiness of Purchaser, as to which no representation is made, and that Purchaser is liable for the cash payment terms unless and until a lease is consummated.

4. **DELIVERY, TITLE, AND RISK OF LOSS.** TIE's delivery of the Equipment to the location at which the Equipment is to be installed (the "Site"), shall be at a time mutually agreed upon between Purchaser and TIE subject to Paragraph 11. Risk of loss for the Equipment shall pass to Purchaser upon delivery of the Equipment to the Site. Title to the Equipment shall pass to Purchaser upon delivery of the Equipment to the Site, subject to Paragraphs 8 and 14.

5. **INSTALLATION.** TIE shall install the Equipment during its regular working hours in a neat and workmanlike manner, and, to the best of its knowledge, in accordance with local electrical code requirements, and shall furnish all the necessary cable, wire, hardware, including labor as specified to provide for a proper operating system.

6. **PURCHASER RESPONSIBILITIES.** Purchaser will provide a suitable and proper operating environment for the Equipment (i) on or before the Cutover Date enabling TIE to perform its Services and install the Equipment, and (ii) after the Cutover Date for the duration of the warranty period, as required by all applicable manufacturer specifications for the Equipment, including at all times furnishing all necessary commercial power as required; raceways, if required by Purchaser and/or local electrical codes; electrical and telecommunications connections; and environmentally controlled areas for the central Equipment with appropriate air temperature, humidity, and ventilation, and which is free from dust and smoke, continuously 24 hours per day. If Purchaser fails to provide a suitable and proper environment for the Equipment as set forth in the previous sentence, TIE shall be relieved of any responsibility to repair or replace any defects in the Equipment arising from such failure by Purchaser. Purchaser acknowledges that TIE bears no responsibility or liability with respect to Purchaser's obligation to provide the required operating environment for the Equipment. Purchaser shall reasonably cooperate with TIE in performing the Services and installing the Equipment, including providing TIE with safe and timely access at the Site to the appropriate work areas and work space required for TIE's installation of the Equipment. Purchaser is responsible for notifying TIE of the presence of any hazardous materials at the Site prior to the commencement of any Services by TIE. Purchaser shall be responsible for the removal of any such hazardous materials or correction of any hazardous conditions that affects TIE's performance of Services. TIE's Services will be delayed until Purchaser removes or corrects such hazardous conditions, and any such delays caused by the presence of hazardous conditions shall suspend TIE's obligation to perform the Services. TIE shall not be liable in any way as a result of such delays caused by the presence of hazardous conditions. If TIE is required to perform additional work or provide additional materials as a result of requirements imposed by local codes or regulations, the cost for such additional work or materials shall be borne by Purchaser at TIE's then current Time and Material rates in effect. Purchaser shall obtain all necessary consents from its landlord or the owner of the Site to install the Equipment and to assist TIE in obtaining approvals and permits other than as specified. The cost of any approvals or permits will be borne by Purchaser. TIE will furnish upon request Certificate of Insurance to include "Workmen's Compensation", general liability (bodily injury and property damage) to apply to all claims caused by its negligence. Purchaser's request for additional insured liability will be furnished by TIE if paid for by the Purchaser.

7. **WARRANTY AND DISCLAIMER OF WARRANTY.** TIE, at no charge to Purchaser and during normal working hours, will repair or replace defective Equipment and adjust the Equipment to keep system in satisfactory working condition, as provided and subject to the "Limited Warranty" available on TIE's website at [www.tienational.com](http://www.tienational.com) which Limited Warranty is incorporated herein by reference. Tie's Limited Warranty is subject to change at TIE's sole discretion from time to time. The Limited Warranty in effect at the time a warranty claim is made by Purchaser shall be the applicable Limited Warranty in effect for such claim. The Limited Warranty shall commence on the Cutover Date.

THE EXPRESS WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED BY TIE, AND NO WARRANTY, EXPRESS OR IMPLIED, REPRESENTATION, PROMISE OR STATEMENT HAS BEEN MADE BY TIE UNLESS ENDORSED HEREIN IN WRITING. TIE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, PURCHASERS INABILITY TO USE THE EQUIPMENT IN WHOLE OR IN PART, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF TIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR PERSONAL INJURY OR LOSS OR DESTRUCTION OF OTHER PROPERTY, OR FROM ANY OTHER CAUSE.

8. **SECURITY INTEREST.** To secure payment of all indebtedness owed at any time by Purchaser to TIE and performance of all Purchaser's obligations hereunder, Purchaser hereby grants to TIE a purchase money security interest in and to the Equipment and in and to any additions, proceeds, and accessions thereto, and authorizes TIE to execute financing statements or any other documents necessary to perfect and maintain such security interest.

Until TIE has been paid in full, Purchaser shall not in any manner sell, transfer, lease, mortgage or encumber its interest in the Equipment nor part with possession thereof without TIE's prior written consent, and TIE shall have rights and remedies of a secured party as provided in the Uniform Commercial Code and/or any other statutory or common law authority, and as further provided herein.

9. SOFTWARE. Software produced for Purchaser by TIE in connection with this Purchase Agreement is proprietary to TIE. Such software shall remain the property of TIE and shall be returned to TIE when Purchaser ceases to use the Equipment. Purchaser agrees to keep the software confidential and will not disclose to any third party any data relating to such software, or any ideas, concepts, know-how and techniques developed by TIE, unless TIE gives its express, prior written consent to such disclosure. Further, Purchaser agrees that any methods used to safeguard the foregoing information will be equivalent to or better than those methods used by Purchaser in protecting its own proprietary information. TIE grants Purchaser a non-assignable license to use the software in connection with the Equipment.

10. PROGRAMMING CHANGES. For a period of 30 days after the Cutover Date, TIE will provide programming changes at no charge to Purchaser. To the extent possible, TIE will perform such programming changes remotely. If remote access is unavailable, TIE will perform such programming changes at the Site and such programming changes shall be chargeable to Purchaser at TIE's then current Time and Material rates in effect.

11. FORCE MAJEURE. Delay or failure of performance on the part of TIE shall be excused if its normal operations are effected or prevented by any strike, labor action, acts of God, terrorism, act of the government, civil or military authorities, material shortages, delay of public carriers, fire, theft, accident or any cause beyond its reasonable control.

12. TAXES. Prices quoted herein, unless otherwise specified, do not include sales, use, excise or similar taxes applicable to the sale, delivery or use of the Equipment. The amount of any such applicable tax will be paid to TIE, as specified by Purchaser or in lieu thereof Purchaser will provide TIE with a tax exemption certificate acceptable to the taxing authorities.

13. CANCELLATION. Purchaser acknowledges and agrees that upon the acceptance and execution of a Quotation, TIE will expend substantial sums to prepare for Purchaser's order, including, without limitation, the following: (i) costs and expenses of purchasing any ordered Equipment from a manufacturer or an authorized distributor of such manufacturer; (ii) costs and expenses of providing labor through its employees and other agents in connection with the purchase of such Equipment, the installation of such Equipment and any other Services described in the Quotation; and (iii) costs and expenses of engaging subcontractors to provide installation services. Purchaser further acknowledges and agrees that Equipment ordered by Purchaser will be tailored to Purchaser's needs and TIE may not have the ability to sell such Equipment to any third party. To protect TIE against such loss, Purchaser hereby agrees that in the event of the termination or cancellation of this Purchase Agreement by Purchaser (except if TIE fails to install the Equipment in the time period set forth in the Quotation and such failure continues for 60 days after receipt of written notice from Purchaser describing such failure in reasonable detail), Purchaser shall be required to pay TIE the following amount: (i) if TIE is able to return the Equipment to the manufacturer, then Purchaser shall pay all of TIE's expenses relating to the Equipment, including any re-stocking fee, shipping fees, and any other expense or fee incurred by Purchaser, and (ii) if TIE is unable to return the Equipment to the manufacturer, then Purchaser shall pay the entire amount of the purchase price set forth in the Quotation in connection with any Equipment or Services ordered by Purchaser. TIE shall invoice Purchaser for such payment. Purchaser shall make such payments as provided in the Quotation, and any late payment penalties described in the Quotation shall apply to any late payments. Upon payment in full of such purchase price, TIE shall deliver any purchased Equipment to Purchaser in the form and condition in which such Equipment exists at the time of Purchaser's termination of this Purchase Agreement.

14. REMEDIES UPON DEFAULT. Upon Purchaser's failure to pay all or any portion of the purchase price, or any other amount due to TIE with respect to the Equipment or any service thereon, TIE may, without notice to or demand on Purchaser, repossess the Equipment and sell or lease all or any portion of the Equipment to any person by public or private sale or entity selected by TIE; render the Equipment or any part thereof inoperable by electronic, mechanical, or any other means. In such event Purchaser waives any rights it may have against TIE for taking any such action, including but not limited to actions for trespass or conversion or any other claims for loss of revenue or goodwill, indirect, consequential or special damages. Notwithstanding any action taken by TIE pursuant to this Paragraph, Purchaser shall remain liable for the total unpaid purchase price and other outstanding obligations of Purchaser under this Purchase Agreement (including accrued interest thereon), and shall become liable to TIE for any and all costs and expenses incurred by TIE in connection with Purchaser's default (including without limitation, the cost incurred by TIE in repossessing, repairing, rendering the equipment inoperable, storing, leasing, or selling the Equipment).

15. MISCELLANEOUS. All the provisions of this Purchase Agreement shall be considered as separate terms and conditions and in the event any provision shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This agreement shall be governed by Illinois law, without reference to choice of law or conflicts of law principles. Except for any changes to TIE's Limited Warranty as provided in Paragraph 7, this Purchase Agreement contains the entire understanding between the parties concerning the subject matter hereof, and no other agreement, representation, or understanding has been made, entered into, or will be recognized. Subject to Paragraph 7, this Purchase Agreement is not subject to modification except by an instrument, in writing, executed by a duly authorized officer of TIE and Purchaser. Further, Purchaser agrees and consents to the venue and jurisdiction of any competent court located in the county of TIE office location, and to pay reasonable attorneys fees and cost associated with enforcement and collection of this agreement or for further services or agreements. The parties may execute this Purchase Agreement in multiple counterparts, each of which shall be deemed an original copy of this Purchase Agreement and all of which, when taken together, shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.