

**SCHEDULE B**  
**PRODUCT PURCHASES**

Terms and Conditions:

**1. DEFINITIONS.** For purposes hereof, unless otherwise provided herein: (i) "Conditions of Sale" means the following conditions of sale which are hereby incorporated by reference in, and made a part of, the Order Confirmation to which these Conditions of Sale are referenced, affixed or attached; (ii) "Client" means the individual or entity whose name appears on the face of the Order Confirmation; (iii) "Goods" means the equipment and products described on the face of the Order Confirmation; (iv) "Invoice" means any invoice sent by CORPORATE INFORMATION TECHNOLOGIES to Client pursuant to an Order Confirmation; and (v) "Order Confirmation" means CORPORATE INFORMATION TECHNOLOGIES's Sales Order Confirmation, which is an agreement between CORPORATE INFORMATION TECHNOLOGIES and Client.

a. This document is Incorporated by reference to the CORPORATE INFORMATION TECHNOLOGIES Master Service Agreement (MSA).

**2. PAYMENT TERMS.** Client shall pay to CORPORATE INFORMATION TECHNOLOGIES the amount listed on the face of the Order Confirmation or Invoice in the manner and in accordance with the terms provided on the face of the Order Confirmation or Invoice. If Client fails to pay the amount listed on the Order Confirmation or Invoice as required, CORPORATE INFORMATION TECHNOLOGIES may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). Any and all taxes imposed by federal, state or other governmental authorities on the sale of the Goods shall be paid by Client in addition to the prices listed (and whether or not itemized) on the Order Confirmation or Invoice. Client may not hold back, delay or set-off any amounts owed to CORPORATE INFORMATION TECHNOLOGIES in satisfaction of any claims asserted by Client against CORPORATE INFORMATION TECHNOLOGIES.

**3. DELIVERY TERMS.** The Goods may be delivered in part or all at one time as determined by CORPORATE INFORMATION TECHNOLOGIES. Related software may be delivered separately. CORPORATE INFORMATION TECHNOLOGIES will use reasonable diligence to meet the scheduled delivery dates provided herein, which are estimates and not guarantees of when the Goods will actually be delivered. Client's acceptance of delivery shall constitute a waiver of any claim of damage for delay.

**4. SECURITY INTEREST.** To secure the payment of the purchase price of the Goods and all other amounts due to CORPORATE INFORMATION TECHNOLOGIES from Client,

Client hereby grants to CORPORATE INFORMATION TECHNOLOGIES a purchase money security interest in the Goods and in all equipment and goods hereafter sold by CORPORATE INFORMATION TECHNOLOGIES to Client, all accounts resulting from the sale or other disposition thereof by Client and in all instruments, documents, general intangibles, attachments and accessions related thereto and all proceeds of the foregoing, as such terms are defined in the Uniform Commercial Code in effect from time to time in the State of North Carolina. Client hereby authorizes CORPORATE INFORMATION TECHNOLOGIES to file with the appropriate filing offices such UCC-1 financing statements and other instruments and documents as CORPORATE INFORMATION TECHNOLOGIES deems necessary to evidence and perfect the above described security interest.

**5. TITLE.** Upon delivery of the Goods as provided in Section 3, the Goods shall become the property of Client, subject to a reservation of a security interest herein granted to CORPORATE INFORMATION TECHNOLOGIES and any losses or damage thereto shall be borne by Client. Client shall obtain appropriate risk insurance for fire, theft and extended coverage including vandalism, which recognizes CORPORATE INFORMATION TECHNOLOGIES's interest.

**6. PRODUCT SPECIFICATIONS.** Notwithstanding anything contained herein to the contrary, CORPORATE INFORMATION TECHNOLOGIES may, without notice to Client, make changes to the specifications of the Goods which do not materially affect the quality of the Goods.

**7. WARRANTY.** CORPORATE INFORMATION TECHNOLOGIES specifically disclaims all warranties of any kind, express or implied, including any warranties of fitness for a particular purpose and of merchantability.

**8. REMEDIES UPON BREACH.** If Client breaches this contract, CORPORATE INFORMATION TECHNOLOGIES shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by CORPORATE INFORMATION TECHNOLOGIES in connection herewith. Such costs and expenses shall include, without limitation, CORPORATE INFORMATION TECHNOLOGIES's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on CORPORATE INFORMATION TECHNOLOGIES by its suppliers or subcontractors. If CORPORATE INFORMATION TECHNOLOGIES breaches this contract, Client's exclusive remedy shall be to terminate this contract, after written notice to CORPORATE INFORMATION TECHNOLOGIES of the breach and reasonable time to cure, by written notice thereof to CORPORATE INFORMATION TECHNOLOGIES, and to receive a refund of the Order Confirmation amount, if previously paid, for any Goods that have not been shipped or otherwise identified to this contract as of the date of such termination.

**9. CANCELLATIONS.** Cancellation of this contract must be in writing signed by Client and CORPORATE INFORMATION TECHNOLOGIES. Such cancellation will be deemed to occur on the date that both parties sign the notice of cancellation. Upon such cancellation, Client agrees to pay CORPORATE INFORMATION TECHNOLOGIES immediately all costs and expenses incurred by CORPORATE INFORMATION TECHNOLOGIES in connection with this contract. Such costs and expenses shall include, without limitation, CORPORATE INFORMATION TECHNOLOGIES's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed upon CORPORATE INFORMATION TECHNOLOGIES by its suppliers or subcontractors.

**10. COSTS.** Client shall pay all of CORPORATE INFORMATION TECHNOLOGIES's costs and expenses, including reasonable attorney's fees, of collecting any amount not paid when due hereunder and of otherwise enforcing the terms and conditions of this contract.

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**11. EXCUSE FOR NON-PERFORMANCE.** CORPORATE INFORMATION TECHNOLOGIES shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond CORPORATE INFORMATION TECHNOLOGIES's control, including without limitation, riots, wars, earthquakes or national emergencies, labor disputes of every kind however caused, embargoes, non-delivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend CORPORATE INFORMATION TECHNOLOGIES's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, CORPORATE INFORMATION TECHNOLOGIES may allocate its production and deliveries among its Clients as it may decide in its sole discretion.

**12. INSOLVENCY OF CLIENT.** CORPORATE INFORMATION TECHNOLOGIES may cancel this contract and suspend any further deliveries hereunder without any liability to Client, and, if the Goods have been delivered but not paid for, the price therefore shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Client; (ii) Client makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) Client ceases, or threatens to cease, to carry on the ordinary course of its business, or transfers all or substantially all of its property; (iv) the Goods are seized under any legal process or confiscated; or (v) CORPORATE INFORMATION TECHNOLOGIES in good faith believes that the ability of Client to pay or perform any provision of this contract is impaired, or that the Goods are in danger of being lost, or that any of the events mentioned above is about to occur.

**13. LIMITATION ON DAMAGES.** CORPORATE INFORMATION TECHNOLOGIES shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property with respect to the Goods or CORPORATE INFORMATION TECHNOLOGIES's performance hereunder. CORPORATE INFORMATION TECHNOLOGIES's contractual liability for failure to fulfill its obligations hereunder or any other liability in connection with the Goods shall be limited to the amount of the purchase price of the Goods. Even if CORPORATE INFORMATION TECHNOLOGIES has been advised of the possibility of the following, CORPORATE INFORMATION TECHNOLOGIES shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, losses due to delay in shipment, failure to realize expected savings, any claim against Client by a third party, or any other commercial or economic losses of any kind.

**14. NOTICES.** All requests, instructions and notices from one party to the other must be in writing and may be given via mail or facsimile transmission to the address of the parties shown on the face of the Order Confirmation.

**15. GOVERNING LAW; ARBITRATION.** This contract shall be governed by the laws of the state of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this contract shall be finally settled under the commercial arbitration rules of the American Arbitration Association ("AAA") by one or more arbitrators appointed in accordance with the AAA rules. Any and all arbitration proceedings, whether brought and maintained by CORPORATE INFORMATION TECHNOLOGIES or Client, shall be administered by the office of the AAA in Charlotte, North Carolina, and all hearings shall be held in Charlotte, North Carolina. The parties agree to abide and be bound by all decisions and awards rendered by the arbitrator(s). Judgment upon such decisions and awards may be entered in any court having jurisdiction. Notwithstanding the laws of North Carolina, the arbitrator(s) shall in no event award punitive, treble or exemplary damages. Any cause of action arising under this contract must be commenced within one (1) year after such cause of action arose.

**16. MISCELLANEOUS.** The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Goods. There are no other promises, conditions, understandings, representations or warranties of any

kind with respect to the subject matter hereof. This contract may be modified only by a writing referencing this contract signed by CORPORATE INFORMATION TECHNOLOGIES and Client. The failure of CORPORATE INFORMATION TECHNOLOGIES to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to CORPORATE INFORMATION TECHNOLOGIES by virtue of this contract shall inure to the benefit of its successors and assigns.