TOTAL ASSET MANAGERS, LLC
MASTER SERVICES TERMS AND CONDITIONS

Total Asset Managers, LLC ("TAM") agrees to provide, and the "Customer" agrees to accept services pursuant to the applicable quote or SOW, including any Equipment and Features List as may be modified from time to time, incorporating these Master Services Terms and Conditions ("Services Terms") by reference to the counterparty named on such quote or SOW (the "Customer").

1. **TERM OF AGREEMENT**. The "Term" of these Services Terms begins and ends on the dates as listed on SOW/quote, unless sooner terminated in accordance with the provisions of these Services Terms. It will not automatically renew for successive terms, and customer must issue a renewal PO upon expiration, in order to continue support. These Services Terms may be terminated by either party if the other party has failed to comply with its terms and conditions. The Customer may remove individual Equipment and/or Features during the contract term by giving sixty (60) days' written notice to TAM at which time TAM will issue a pro-rated credit memo.

2. **ACKNOWLEDGMENT OF SERVICES TERMS**. Services provided in connection with the SOW shall be provided pursuant to these Services Terms.

3. **RESPONSIBILITIES OF THE CUSTOMER**. The Customer will maintain environmental conditions on its site for the duration of these Services Terms as specified by the original equipment manufacturer. The Customer shall provide TAM with full and free access to the Equipment, and a safe place in which to perform maintenance service. The Customer shall also maintain a current backup of the operating system and other applicable software programs and data. Should full unit replacement be required, it is customer's responsibility to acquire, at their own expense, any third-party licensing that is required that does not come bundled with the replacement unit. Should any person other than TAM service representatives repair, modify, or perform any maintenance service on any Equipment as listed on SOW/quote, and as a result, TAM is required to restore the Equipment to good operating condition, the Customer will be billed separately per the call rates and terms in effect at that time. TAM's ability to perform its obligations under any SOW may depend on the Customer fulfilling its obligations. Delays resulting from the action or inaction of Customer may result in an adjustment in fees by

TAM, subject to notice to Customer. TAM shall not be liable for any costs, charges, or losses sustained by the Customer arising directly or indirectly from any failure of the Customer to fulfill its obligations in connection with the services to be provided.

4. **INSPECTION AND REPAIR**. TAM reserves the right to perform an on-site or virtual inspection of any Equipment covered by these Services Terms. The Equipment shall be made available to determine if it is in good operating condition. Until the inspection has been performed, or unless TAM accepts written certification from Customer that the equipment is in good operating condition, TAM cannot guarantee the quality or approach of its maintenance services. Any repairs or adjustments that are required to bring the Equipment into good operating condition are not included in these Services Terms. Customer has the choice of using TAM service representatives to perform the needed repairs under a separately negotiated contract or bring the Equipment into good working condition with another vendor. TAM reserves the right to adjust the Equipment and Features List after the inspection, which shall be negotiated in good faith with the Customer. TAM may terminate these Services Terms if the Equipment is not brought up to good working condition.

5. **RESPONSIBILITIES OF TAM**. TAM shall maintain the Equipment and Features listed on SOW/quote or other amendments, in good operating condition, according to the hours of coverage as listed on SOW/quote. Maintenance service provides on-call remedial maintenance, such as: lubrication, adjustments, and replacement of parts as warranted. TAM shall exchange faulty hardware for new, or reconditioned to perform as new, hardware. Faulty hardware parts shall then become TAM property. All services are dependent upon hardware availability on reasonable terms. If hardware cannot be replaced or if parts are no longer available, TAM shall work with Customer to find a mutually acceptable solution. Maintenance service is limited to only those adjustments or repairs that are the result of normal usage, wear, and tear.

6. **EXCLUSIONS FROM TAM MAINTENANCE SERVICE**. The following services are outside the scope of maintenance service provided by TAM service representatives: (a) Electrical work external to the Equipment; (b) Modems/telephone lines; (c) Repair of damage which adversely affects the Equipment's operability or serviceability. Damage is described as follows: caused by fire, flood, water, lightening, transportation, or due to neglect or misuse; (i) Repair of damage caused by the Customer's improper use, management, or supervision of the Equipment, including

electrical power, air conditioning, or humidity control, or damage which is caused by the use of the Equipment for purposes other than for which it is designed; (ii) Furnishing platens, drums, batteries, supplies, or other accessories, including media such as tapes and disk packs; (iii) Furnishing printer consumables: fusers, maintenance kits, feed rollers, separation, transfer toners, ribbons, thermal print heads, jet print head bleeder kits and lines, and scanner lamps or bulbs; (iv) Systems engineering services or software support, including programming, diagnosis of application software problems, hardware or software upgrades, restoration of operating systems, programs, and files, or preparation of Customer's media for such files; (v) Maintenance or repairs based on Customer's unauthorized attempt to repair or maintain the Equipment, or any changes, modifications, or alterations in or to the Equipment. Customer will contact TAM for authorization prior to attempting repair or maintenance of the covered Equipment. Excluded services noted above may be performed by a separately negotiated agreement.

7. **CANCELLATION**: TAM requires a sixty (60) day written notice to cancel support for any reason on any Equipment that is under contract for services subject to these Services Terms.

8. **INVOICES, PAYMENTS, AND CHARGES**.

   a. Maintenance and other charges will be invoiced in advance and are due and payable within 30 days of receipt of invoice. TAM reserves the right to adjust the specified charges if the Equipment specifications, attachments, or features of any item or Equipment are changed after the start date. Charges for a partial-month's service will be prorated on the basis of a 30-day month. All invoices unpaid thirty (30) days after the invoice date will have interest applied at the rate of 2% per month. Customer agrees to pay all costs involved in collecting overdue accounts, including reasonable attorney's fees. TAM may terminate maintenance service by giving ten (10) days' written notice to the Customer when Customer is in payment default.

   b. Unless otherwise described in these Services Terms, rates and fees shall remain unchanged for the first term of these Services Terms for an applicable SOW. TAM may negotiate a price change with the Customer after the first term.

   c. Any quote that has not been accepted and purchased by the Customer is subject to price adjustment, whether or not the quote's stated validity period has expired. A quote for the renewal of an existing active contract is also subject to price adjustment if the

Company does not receive the Customer's purchase order within 30 days of the contract's expiration date.

d. Achievement of service level terms or agreements may be affected, and contract price may be subject to increase upon completion of an onsite or virtual inspection of covered equipment within 60 days of contract start if it is determined that the configuration of any given individual system is different from what was supplied during the quoting process.

e. Any unscheduled on-call remedial maintenance not included on SOW/quote will be invoiced to the Customer, based on the current TAM on-call rates. Travel time and expenses will also be included in this fee.

f. All taxes shall be the responsibility of the Customer. Taxes include: import duties, customs, federal, state, municipal, or any other government excise sales, use, occupational, or similar taxes.

g. Unpaid maintenance fees (and any associated costs and expenses) shall become immediately due and payable to TAM, if these Services Terms are terminated for any reason. Any pre-payment of services that are part of an early termination, shall be reimbursed according to the date of termination and prorated based on a 30-day month.

9. LIMITS OF LIABILITY. TAM'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOVEVER IN CONNECTION WITH THESE SERVICES TERMS SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY TAM'S SOLE NEGLIGENCE. THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF NEGLIGENCE WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF LIABILITY. TAM SHALL NOT BE LIABLE IN CONTRACT LAW, TORT, OR ANY OTHER THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRACONTRACTUAL, OR CONSEQUENTIAL DAMAGE PERTAINING TO THE MAINTENANCE SERVICE OR EQUIPMENT OUTLINED IN THESE SERVICES TERMS. NOR WILL TAM BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES OR EQUIPMENT, OR SERVICE DOWN-TIME COSTS. THIS LIMIT OF LIABILITY SHALL ALSO EXTEND TO CUSTOMERS OF THE CUSTOMER, NO MATTER HOW SUCH DAMAGES OCCURRED, WHETHER OR NOT BECAUSE OF NEGLIGENCE, STRICT LIABILITY, FAULT, OR DELAY OF TAM, OR BREACH OR FAILURE TO PERFORM THESE SERVICES TERMS.

10. DISCLAIMER OF WARRANTIES. TAM PROVIDES COMPUTER EQUIPMENT

MAINTENANCE SERVICES ON AN "AS IS" BASIS AND MAKES NO OTHERWARRANTIES. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING: IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, A WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING PERFORMANCE, OR USAGE OF TRADE.

11. **PERIOD OF MAINTENANCE SERVICE AVAILABILITY**. The maintenance charges described on SOW/quote entitles the Customer to maintenance service availability as defined on SOW/quote.

12. **GENERAL.**

a. TAM shall not be liable for delays caused by an act of God or any matter beyond TAM's reasonable control, which can include fire, flood, earthquake, explosion, strike, labor dispute, war, riot or other civil commotion, transportation delay, labor or material shortage, Customer's subcontractor or vendor delay, and government act. The date and time of service shall be extended for a period equal to the time lost by the reason of delay.

b. The parties shall have one (1) year after the discovery of a breach of these Services Terms in which to file a claim for action.

c. TAM reserves the right to assign or subcontract to third parties all or part of the maintenance services which are included in these Services Terms.

d. These terms and conditions shall prevail despite any variance that is submitted by the Customer for the repair or maintenance of the Equipment.

13. **PROPRIETARY AND CONFIDENTIAL INFORMATION**. TAM and Customer agree not to disclose to any third party, by any means, any proprietary data or confidential information of the other that the parties may have obtained in the performance of its duties without the prior written permission. However, each Party may disclose to a certified partner, who has a bona fide need to know of the Confidential Information, as it pertains to the evaluation or provision of maintenance and service duties.

14. **SEVERABILITY AND WAIVER**. If any provision of these Services Terms is illegal or unenforceable, that provision is severed from these Services Terms and the other provisions remain in force.

15. **GOVERNING LAW**. The laws of New Mexico govern all matters with respect to these Services Terms.

16. **ENTIRE AGREEMENT**. These Services Terms, including any quote, SOW, Equipment and Feature Lists, service level terms, or other materials incorporating these Services Terms by reference state the full agreement between the parties relating to the provision of services by TAM to Customer and supersedes all prior negotiations and agreements in relation thereto. The language used in these Services Terms will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

17. **REMEDIES**. In the event of any dispute arising out of or relating to these Services Terms, the parties shall seek to settle the dispute via direct discussions. If a dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute via voluntary non-binding mediation, before resorting to arbitration. A mediator will be selected by voluntary agreement of both parties, or in the event both parties cannot agree on a mediator, a mediator will be selected in accordance with the rules of the American Arbitration Association. The mediation shall be held in Albuquerque, New Mexico. Each party shall bear its own costs, expenses, and an equal share of the administrative and other fees associated with the mediation. Any dispute that remains unresolved following mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Albuquerque, New Mexico. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of New Mexico. However, the foregoing dispute resolution mechanisms in this paragraph shall not apply to a dispute or controversy involving either party's confidential information or intellectual property. In the event of such a dispute or controversy, either may immediately seek any legal and/or equitable remedies it deems necessary.