

SALES AGREEMENT TERMS AND CONDITIONS - MERP

SALES AND SERVICE AGREEMENT

This sales and service agreement is made between Safeguard Risk Solutions, of 2164 Gingerwood Court, Grove City, OH, 43123, hereinafter “seller” and the purchaser as listed on the Purchase Order or other Contractual Agreement, hereinafter “buyer”.

SECTION 1. SALE AND SERVICE OF GOODS

Seller shall sell, transfer, allow access and deliver to buyer on or before 30 (thirty days) from the receipt of purchase order/payment, the following licensed property: MERP - Mobile Emergency Response Plan Software. Seller will provide training documentation and a video for the use and set up of the product and support to initially set up the software at no additional cost.

SECTION 2. CONSIDERATION

Buyer shall accept the goods and services and pay the annual license fee each year as agreed to in the purchase order.

SECTION 3. PAYMENT ON RECEIPT

Buyer shall make payment for the goods and services at the time when the goods and services are received by buyer. Payment should be mailed to: Safeguard Risk Solutions | 2164 Gingerwood Court| Grove City, OH 43123.

SECTION 4. FAILURE TO PAY

Seller shall have the right to temporarily deny services or access to the software or terminate this agreement upon the failure of the Buyer to pay the charges when due. Such termination or denial will not relieve the Buyer of the responsibility for payment of all accrued charges, plus reasonable interest and any collection fees or attorneys’ fees generated in attempting to collect payment. Payments not made within 30 days of invoice date are subject to a 5% late penalty.

SECTION 5. RECEIPT CONSTRUED AS DELIVERY

Goods and services shall be deemed received by buyer when delivered to buyer, when provided to the buyer, when access is granted to the software or the user upload information file is received by the Buyer, whichever occurs first.

SECTION 6. RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods on arrival and, within seven (7) business days after delivery, buyer must give notice to seller of any claim for damages on account of condition, quality, or grade of the goods and services, and buyer must specify the basis of the claim of buyer in detail. The failure of buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by buyer.

SECTION 7. AUTOMATIC LICENSE FEE RENEWAL

Buyer shall pay the annual license fee due each year from the date of the initial purchase as indicated on the purchase order or contract agreement and thereafter on each additional renewal date. A reminder will be sent by the seller 30 days (thirty days) prior to the renewal date. Unless otherwise notified by the buyer, the contract will be automatically renewed.

SECTION 8. LIABILITY

In no event shall Seller be liable to Buyer, any user or person associated with the Buyer for lost profits, special or consequential damages even if Seller has been advised of the possibility of such damages. In any event, Seller’s

total liabilities under this agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to Seller by Buyer under this agreement less that amount paid by Seller to third-party service providers.

SECTION 9. MISCELLANEOUS

This agreement is governed by and construed in accordance with the laws of the State of Ohio. The parties designate the courts located in Franklin County, Ohio as courts of proper jurisdiction and venue with respect to any action or controversy under this agreement and waive any defenses to jurisdiction and venue with respect to any actions brought in such courts. This agreement is binding upon and inures to the benefit of and is enforceable by the parties to this agreement and their respective successors and assigns. This agreement constitutes the entire agreement of the parties and supersedes any prior agreements and understandings, whether oral or written, between them with respect to the subject matter of this agreement. This agreement may not be terminated, modified, or amended orally or by any course of conduct or usage of trade except by an agreement in writing duly executed by the parties. Any waiver of a breach of any provisions of this agreement is limited to the particular breach, and should not be deemed to be a continuing waiver of the same breach, and should not be deemed a waiver of any other provision of this agreement. If any portion of this agreement is determined to be unenforceable or invalid, the remainder of this agreement remains binding and effective against all parties and their respective successors and assigns. This agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same agreement. All representations, warranties, covenants and agreements in or under this agreement, and in any other documents executed or delivered pursuant to this agreement or in connection with the transactions contemplated by this agreement, survive the execution, delivery and performance of this agreement. Each party will execute, acknowledge or verify, and deliver any and all documents that may from time to time be reasonably requested by the other party to carry out the purpose and intent of this agreement. Sections 8 and 9 shall survive completion of the Services and/or termination of this agreement.

By clicking "I Agree," the Buyer agrees to the statements/terms list in the agreement.