

# Terms and Conditions

## MASTER TERMS AND CONDITIONS FOR PURCHASE ORDERS AND WORK ORDERS

ALL PURCHASE ORDERS AND WORK ORDERS (“ORDER” OR “ORDERS”) BETWEEN ALORICA INC. (“ALORICA”), ITS SUBSIDIARIES AND AFFILIATES, AND THE PARTY SUPPLYING THE PRODUCTS OR SERVICES (“VENDOR”) WHICH ARE NOT GOVERNED BY A SEPARATE AGREEMENT EXECUTED BY ALORICA AND VENDOR ARE SUBJECT TO THE FOLLOWING MASTER TERMS AND CONDITIONS:

### 1. DESCRIPTION OF GOODS AND/OR SERVICES

Any goods purchased pursuant to each Order shall conform in every manner to the samples, models, drawings, plans, specifications and any other descriptions made to or received by Alorica and will be free from all defects in material and workmanship. Any services provided pursuant to each Order shall be performed in a timely and professional manner in accordance with prevailing industry standards. No changes in the scope of services, fees or schedule of performance shall be effective unless approved in writing by Alorica and Vendor in advance. Such changes shall be incorporated herein by reference. Vendor will immediately inform Alorica Procurement Department of any additions or deletions requested by any Alorica location.

### 2. WARRANTIES

In addition to and without prejudice to all other warranties expressed or implied by law, Vendor represents and warrants that the goods or services to be delivered under each Order will be of consistent kind and high quality, conform to representations of merchantability and fitness for particular purpose and conform to all samples and descriptions made to or received by Alorica and conform to all government standards of manufacture, specifications and quality. Alorica has specifically relied upon such warranties in entering into this transaction and each Order. All warranties, both express and implied, shall constitute conditions and survive inspection, acceptance and payment. Vendor further warrants that the goods and/or services covered by each Order will not interfere with any contractual rights or infringe upon any United States or foreign patents and/or copyrights and/or any United States, foreign, state or common law trademark, trade dress, trade name or similar property right, and Vendor warrants and agrees that all goods delivered to Alorica under each Order shall be and remain free and clear of all encumbrances, liens, claims (including, but not limited to, claims of unfair competition) and debts of any nature whatsoever. Vendor warrants that at the time of transfer of the goods to Alorica, Vendor shall have good title to such goods and that transfer of such goods shall be rightful and shall not be subject to any import quota, restrictions or regulation preventing or forbidding the importation or sale of the goods or any component part thereof, and shall not be subject to any duty, tariff or penalty. All goods shall be in full compliance with all domestic and foreign customs and other government regulations, including without limitation marking and packaging requirements. Vendor shall comply with all applicable laws and regulations in connection with the provision of any services to Alorica. Vendor hereby represents and warrants to Alorica that all goods purchased from time to time by Alorica are authentic and genuine as properly marked and represented. Without limitation, such goods are accurately and properly marked, labeled and manufactured by an authorized entity, and such goods are neither counterfeit nor adulterated in any manner and Vendor has the lawful right to sell such goods to Alorica without breaching any third party rights.

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Vendor represents and warrants that it is free to enter into these terms and conditions, to render the services, deliver the products, and to grant the rights herein provided. Vendor is not subject to any obligations or disabilities that will or might prevent or interfere with keeping and performing all of these terms, covenants, and conditions to be kept or performed hereunder, and Vendor has not made nor will make any agreement, commitment, grant or assignment, or will do, or will omit to do, any act or thing that could or might interfere or impair the complete enjoyment of the rights granted, and the products and/or services to be delivered to Alorica hereunder.

With respect to any software purchased, licensed or which is a component of the Services, Vendor represents and warrants that any software or software related services shall be free from any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another. Vendor shall provide a separate agreement for any maintenance service provided. This maintenance agreement shall begin upon expiration of the warranty period. Vendor shall provide services for the entire period of the maintenance agreement. Vendor shall provide to Alorica documentation, such as a user's manual, that will provide information necessary to utilize the software. This manual shall include at minimum, a product overview and step-by-step procedures, which include any on-line help desk functions. Vendor shall agree to deliver sufficient copies and allow Alorica the freedom to use those copies as needed. Vendor warrants that Vendor shall provide hands-on training at Alorica's site and at Vendor's expense. Training materials will include features designed to train users for certain identified functionalities. Alorica shall own any customizations it performs or enhancements that it creates or pays to have created. Any software licenses provided to Alorica shall be perpetual and may be used at any Alorica location, unless Alorica agrees otherwise in writing. Alorica may make reasonable number of copies for use in training, support, demonstrations and development for no additional license fees. A third-party maintenance provider has the right to load the software for Alorica as an agent in a support capacity.

### **3. PRICE WARRANTY**

Vendor warrants that the prices of the goods and services sold to Alorica hereunder are not less favorable than those currently extended to any other customer for the same or similar goods and services in similar quantities. In the event Vendor reduces its price for such articles during the term of this Order, Vendor agrees to reduce the prices hereof, correspondingly. Vendor warrants that prices shown on this Order shall be complete, and no additional charges of any type shall be added without Alorica's express written consent. Such additional charges include, but are not limited to shipping, packaging, labeling, customs duties, taxes, storage, insurance, boxing and/or crating. If Alorica shall become entitled to such lower prices, but shall have made payment at any prices in excess thereof, Vendor shall promptly refund the difference in price to Alorica. ALORICA REQUIRES AT LEAST ONE HUNDRED AND TWENTY (120) DAYS WRITTEN NOTICE PRIOR TO ANY PRICE INCREASES. Vendor shall not ship goods or provide services at a higher cost without prior written approval from Alorica.

### **4. INSPECTION OF GOODS**

Payment for the goods delivered hereunder shall not constitute acceptance thereof. Alorica shall have reasonable time to inspect the goods after receipt by Alorica and to reject any and all of said goods which, in Alorica's judgment, are defective or nonconforming. If the goods are not in conformity with the samples,

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specifications or other descriptions or are not delivered in a timely manner in accordance with Alorica's instructions, or in the event of a breach of any obligation hereunder or under the Order or any warranty, express or implied, or any claim by Alorica or any third party of noncompliance with applicable laws or regulations (including, without limitation, infringement or alleged infringement of any United States, state, foreign or common law trademark, copyright, trade dress or trade name, and/or any claim of unfair competition or interference with contractual relations), Alorica, at its sole option, may return the entire shipment of goods delivered, return all or a portion of the goods or retain all goods. All goods returned to Vendor shall be at Vendor's sole risk and expense. Alorica may charge Vendor all expenses of unpacking, examining, repackaging and reshipping such goods. In the event Alorica receives goods whose defect or nonconformity is not apparent on examination, Alorica reserves the right to require replacement as well as payment for damages. Nothing contained in this Order shall relieve in any way the Vendor from the obligation of testing, inspection, and quality control. Vendor shall, immediately upon return of goods, provide Alorica with a pro rata refund of all monies paid by Alorica or, at Alorica's option, repair or replace such goods at Vendor's expense. Receipt and inspection of goods does not waive any rights or estop Alorica from asserting any subsequently discovered breaches or defaults. In addition, Alorica retains its right to pursue all other remedies and damages available to it under the law or in equity.

## **5. PAYMENT TERMS; SET OFF**

Alorica will pay for Goods and Services within sixty (60) days of receipt of a correct invoice which shall be delivered to Alorica at the address specified by Alorica. Vendor shall be entitled to no other compensation or reimbursement for Goods or Services. Vendor agrees to accept payments from Alorica by way of credit card or check, in the sole discretion of Alorica, and no fees or services charges may be added by Vendor regardless of method of payment. The invoice may not be issued until the goods have been shipped to Alorica. Each invoice shall state the following: (a) Vendor's name, address and phone number; (b) Address of Alorica or its affiliate or subsidiary's location receiving the Goods and Services; (c) The proper Alorica Order number; (d) An invoice number; (e) The order date; (f) The invoice date; (g) Itemized descriptions with quantity, unit value and net value of each Good or Service purchased; and (h) Itemized description of all freight and other charges. If any one of these items is not documented on the invoice, the invoice will not be processed for payment until the invoice has been corrected. All invoices must be received by Alorica within thirty (30) days of the date Goods were shipped. The parties agree that if payment is sent to Vendor within thirty (30) days of date of invoice, Vendor shall grant Alorica a discount of 3% of the amount due. Alorica's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. All claims of Vendor for monies due or to become due from Alorica shall be subject to deduction or set off by Alorica for any claim or counterclaim by Alorica arising out of this agreement, any of Alorica's purchase orders with Vendor or any other transaction between Alorica and Vendor.

## **6. TITLE, RISK OF LOSS AND SHIPMENT**

Unless otherwise indicated by Alorica on the Order, Vendor agrees to be responsible for all freight and customs procedures and to pay all customs and freight charges incidental to the delivery of the goods listed on the Order. Notwithstanding the terms of delivery, title and risk of loss, responsibility for and damage to goods shall remain in Vendor and shall not pass to Alorica until such goods have reached Alorica place of business and until Alorica's written acceptance thereof. Proof of delivery does not qualify as written

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acceptance thereof. If the goods are not accepted, for whatever reason and no matter what the F.O.B. terms state, Vendor agrees to pay all freight incident to the return of the goods, F.O.B to Vendor's place of business or other destination.

## 7. PERSONNEL

Vendor agrees to provide all necessary personnel, employees, agents, subcontractors and any other person or entity working on behalf of Vendor (the "Personnel") to provide products or services acceptable to Alorica and to permit timely completion of all work required hereunder. Alorica and Vendor both affirmatively state that they are equal opportunity employers and recognize the commitment of the other in this area. Both parties to these terms shall take reasonable and necessary steps to comply in all material respects with all applicable laws, orders, regulations and executive orders as administered by federal, state and local governments. The parties hereby incorporate the requirement of 41 C.F.R. 60-1.4(a)(7), 60-300.5(a) and 60.741.5(a), if applicable. Intentional failure to abide by this paragraph will be treated as a breach of the terms of the Order. For any Personnel, agents, or contractors that shall have access to Alorica premises, Confidential Information, or systems, Vendor shall conduct or have conducted background checks on such Personnel, contractors or agents, including but not limited to: (a) verification of identity, citizenship and work certification; (b) searches for any criminal convictions, which convictions will result in that Personnel not being provided access to Alorica premises, Confidential Information, or systems; and (c) verification of prior (2) employers and secondary education history all to the extent not otherwise restricted by law. Vendor agrees to provide certification relating to such background checks to Alorica, as requested and as permitted by law, that such background checks were completed and the restrictions herein upheld. Vendor shall not permit any Personnel to have access to the premises, Confidential Information, or systems of Alorica if such Personnel has not been the subject of or has not cleared any aspect of Vendor's background check.

## 8. ORIGINALITY AND OWNERSHIP

Any and all of Vendor's materials furnished, suggested and/or delivered to Alorica by Vendor shall be wholly original with Vendor except for materials in the public domain or materials duly licensed to Vendor and which Vendor has the right to sublicense or distribute to Alorica without further approvals, and shall not be copies in whole or in part from any other work or materials. Vendor agrees that neither Vendor's material nor their use by Alorica shall infringe upon or violate any right of privacy or publicity of or constitute a libel, slander, or any unfair competition against, or infringe upon or violate any intellectual property rights (including without limitation copyright, patent, trade secret and/or trademark rights) and/or common law rights or any other rights of any person, firm, corporation or other entity. All materials, which are created for Alorica's use pursuant to these terms are subject to protection under the Copyright Act of 1976, as amended, shall be deemed to be "works made for hire" and all rights, title and interest therein shall be owned by Alorica. To the extent that any original materials may not be "works made for hire" Vendor hereby assigns all rights in the same to Alorica, and agrees to execute any and all documents necessary to evidence said assignment.

## 9. INSURANCE

Vendor, at its sole cost and expense, shall maintain appropriate insurance with Commercial General Liability Broad Form Coverage, including Contractual Liability, Contractor's Protective Liability and

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Personal Injury/Property Damage Coverage in a combined single unit limit of not less than \$2,000,000, Errors and Omissions Coverage in a combined single unit limit of not less than \$2,000,000, and Workers Compensation insurance as requested by law from an insurance company with the Best rating of A or better.

## **10. INDEPENDENT CONTRACTOR**

Neither these terms, the relationship created between the parties hereto pursuant to these terms, nor any course of dealing between the parties hereto is intended to create, or shall create, an employment relationship, a joint venture, partnership or any similar relationship. Vendor does not have, nor shall Vendor hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Alorica. Vendor shall be solely responsible for, and shall hold Alorica harmless from and against any liabilities, cost or expenses incurred by or on account of its Personnel and their acts and/or omissions. Vendor is an independent contractor, and, as such, Alorica will not withhold or make payments for social security contributions; make unemployment insurance or disability insurance contributions; or obtain workers compensation insurance on Vendors behalf for Vendor's employees and contractors. Vendor hereby agrees to indemnify and defend Alorica against any and all such taxes or contributions, including penalties and interest.

## **11. TIME OF THE ESSENCE**

Vendor acknowledges that time is of the essence with regard to the shipment and delivery of goods. Upon acceptance of each Alorica Order, Vendor shall immediately prepare for shipment and ship to Alorica the goods described therein, unless otherwise indicated by Alorica on the Order. Any delay in shipment or late delivery may result in cancellation or rescission of the Order at the sole option of Alorica. Acceptance by Alorica of any late deliveries shall not be deemed a waiver by Alorica of its right to cancel or rescind any other Orders or its right to obtain damages due to the late delivery.

## **12. INDEMNIFICATION**

Upon written notice, Vendor shall protect, defend, indemnify and hold harmless Alorica, its affiliates, officers, employees and agents against all liabilities and damages resulting from threats of actions, filed as actions, proceedings, suits, claims, liabilities, demands, penalties, fines, costs and expenses (including, without limitation, attorneys' fees and costs), or any other cost or loss asserted against, incurred by or imposed upon Alorica by reason of any act or omission of Vendor, any actual or alleged violation or breach by Vendor of any of the warranties, representations, covenants or other obligations of Vendor set forth herein or in the Order or any claim of infringement or alleged infringement of any United States or foreign patent and/or copyright, a claim of infringement or alleged infringement of any United States, foreign, state or common law trademark, trade dress, trade name, and/or any claim or alleged claim of unfair competition or interference with contractual relations; provided, however, that no settlement of such threats of action, filed actions, proceedings, suits, claims, liabilities or demands may be made without Alorica's prior written consent to the terms thereof. Vendor agrees to represent Alorica with attorneys reasonably acceptable to Alorica or Alorica at its option may represent itself and Vendor will promptly reimburse Alorica for such expenses as incurred. Vendor's indemnification shall apply to recall or seizure of goods, whether voluntary or involuntary, as requested by any governmental agency, and to the effects of such actions as may be

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required to assure compliance with all appropriate laws, regulations, rules, guidelines, ordinances and/or standards governing the importation, sale, safety, labeling, advertising or invoicing of such goods.

## **13. LIMITATION OF LIABILITY**

IN NO EVENT WILL ALORICA BE LIABLE TO VENDOR OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE CONTRACT TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE GOODS OR SERVICES VENDOR PROVIDES, EVEN IF ALORICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, VENDOR AGREES THAT ALORICA WILL NOT BE LIABLE FOR DAMAGES OF ANY NATURE IN EXCESS OF THE AMOUNTS ALORICA AGREED TO PAY FOR THE PRODUCTS OR SERVICES IN THE ORDER.

## **14. GOVERNING LAW**

The legal relationship among the parties, these Master Terms and Conditions and any Order between the parties shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

## **15. COVENANT OF CONFIDENTIALITY**

Vendor acknowledges that it may have access to and receive confidential and proprietary information from Alorica ("Confidential Information"), including, but not limited to, organizational structure, business plans, marketing philosophy and objectives, competitive advantages and disadvantages, cost figures, sales or other financial results, vendor names and addresses, and distributor names and addresses. It is agreed that Vendor shall protect the confidentiality of any information disclosed by Alorica and that Vendor will not disclose such information, either directly or indirectly, to any third person or entity without the prior written consent of Alorica. This confidentiality covenant has no temporal, geographical or territorial restrictions. Notwithstanding the foregoing, the provisions of this confidentiality section shall not apply to information (i) which is in the public domain other than through a violation of this section, or (ii) which is required to be disclosed pursuant to the valid order, rule or regulation of an administrative agency or judicial court of competent jurisdiction, provided that Vendor shall notify Alorica of any disclosure required by law and provide Alorica with the opportunity to intervene and contest such disclosure. The terms of this section shall survive the expiration or termination of any Orders and/or the termination of the relationship between the parties. In addition to the foregoing, Vendor agrees that Alorica has and shall retain all right, title and interest in and to all information, data and materials which are provided to Vendor by Alorica or on behalf of Alorica pursuant to these terms. Upon termination of the terms, or at Alorica's request, Vendor shall immediately cease its use of the Alorica Confidential Information and shall return all such information, and copies thereof, to Alorica, or destroy such materials and certify in writing to Alorica that such destruction has taken place.

## **16. ALORICA INTELLECTUAL PROPERTY**

Alorica retains all rights and ownership of the trademark "Alorica", and any and all other trademarks, service marks, trade dress, trade names, copyrights, patents and/or other intellectual property owned by

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Alorica. All materials that make reference to Alorica or use any intellectual property owned by Alorica must be pre-approved in writing by Alorica. Specifically, any and all requests for use of trademarks, trade names, trade dress, service marks and/or other intellectual property owned by Alorica must be submitted to Alorica for written approval twenty (20) days before being provided to any party for any use. The exact image must be approved and not altered after approval. Upon termination of the relationship between the parties, Vendor shall immediately discontinue and relinquish any and all uses of all intellectual property owned by Alorica. Nothing in this provision shall be construed to grant Vendor a license to any of the intellectual property disclosed or to any patents, patent applications, trademarks, trade dress, trade names, service marks and/or copyrights derived from the intellectual property disclosed to Vendor.

## **17. TERMINATION**

At any time, upon written notice to Vendor, Alorica may terminate this Order or its obligations to purchase any goods or services, with or without cause. If an Order is terminated for convenience, then the termination date shall be not less than 10 days from the date of notice, unless otherwise mutually agreed to by the parties. Alorica shall pay for any goods delivered or services performed prior to the date that termination becomes effective (on a pro rata basis if Alorica has paid in advance any fees covering a fixed period of Services). Unless Alorica has requested and received a refund in respect of any undelivered product(s) or terminated services, it shall be entitled to the delivery of all product(s) and completion of all services for which it has paid prior to the effective date of the termination.

## **18. ASSIGNMENT; DELEGATION; SUBCONTRACTING**

Vendor may not assign, delegate, subcontract or transfer any Order, the work required to be done or any payments to be made hereunder without Alorica's prior written approval. In the event of agreed delegation or subcontracting, Vendor shall continue to be liable with respect to all of the obligations or liabilities assumed by it hereunder and hereby guarantees satisfactory performance of the Agreement, if any, by its delegate or subcontractor. Vendor shall enter into a written agreement with any permitted subcontractor, which, at a minimum, includes provisions protecting Alorica's Confidential Information in a manner consistent with the terms of this Agreement.

## **19. ON-SITE SERVICES**

If Vendor performs any services at one of Alorica's sites, upon Alorica's request, Vendor will immediately remove from all facilities and replace any personnel who are unsatisfactory to Alorica for any reason. Vendor warrants that all Vendor personnel assigned to the Alorica facility shall have a prior satisfactory work record in a responsible capacity and be legally authorized to work in the United States. Vendor further agrees, while Vendor's personnel are on Alorica's premises, that they will abide by Alorica's normal rules of work.

## **20. NON EXCLUSIVE ARRANGEMENT**

Nothing contained in these Terms shall be construed as conferring or granting an exclusive right or obligation upon either party to purchase or sell products or services under these terms.

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## **21. FORCE MAJEURE**

Neither party shall be liable to the other for any delay or inability to perform its obligations under these terms or otherwise if such delay or inability arises from any act of God, fire, natural disaster, act of government, or any other cause beyond the reasonable control of such party which could not be avoided by the exercise of due care.

## **22. ARBITRATION**

The parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to these terms or otherwise, and any claim or dispute related to these terms or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association (AAA). Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of these terms unenforceable, that portion shall not be effective and the remainder of these terms shall remain effective. Information and the AAA rules ("Rules") may be obtained at the website: <http://www.adr.org/aaa/faces/rules>. The parties hereby acknowledge and agree that they are aware of the Rules. The prevailing party in any arbitration shall be entitled to recover attorneys' fees and costs.

## **23. INJUNCTIVE RELIEF**

A breach of any of the commitments contained in these terms may result in irreparable and continuing damage to either party for which there may be no adequate remedy at law, and either party is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

## **24. NOTICES**

Whenever notice is to be given by any party to the other party under these terms, such notice shall be made by any one of the following methods; personally; by overnight courier service from which proof of delivery can be obtained; via next day business delivery, delivery charges prepaid; or by registered or certified mail, return-receipt requested. Notices shall be deemed received (a) if personally delivered or via overnight courier, upon date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following delivery to the party to whom the notice is addressed; (b) if mailed, two (2) business days after deposit in the U.S. mail. Any party may change its address and other notice information by giving the other party written notice of such change in accordance with this Section. Until such time, all notices shall be sent to the addresses defined in the Order.

## **25. INSPECTIONS**

Alorica shall have the right at any time, and for a period of one (1) year subsequent to termination, to inspect and obtain, at its expense, copies of all written licenses, permits, approvals or any document issued by any governmental entity or agency to Vendor or its subcontractors, which are applicable to the performance governed by these terms.



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## **26. RIGHT TO AUDIT AND COMPLIANCE**

Upon five (5) business days advanced written notice to Vendor, Alorica will have the right to audit all records that pertain to work performed by Vendor for Alorica, this includes compliance with these terms. Vendor shall provide Alorica reasonable access to review and audit all books, records or sales, transactions, shipments, invoices and credits associated with the products or services, within 2 business days of Alorica's request to review records. If any such review, or audit discloses overcharges, Vendor shall within thirty (30) days of the completion of such review or audit, remit to Alorica the amount overcharges. If the overcharges amount to more than \$10,000, Vendor shall also pay the reasonable costs of such audit, of not less than \$1,000, within thirty (30) days of the completion of such review or audit. Vendors books and records shall be maintained in accordance with generally accepted accounting principles consistently applied. Notwithstanding anything in these terms to the contrary, the rights of Alorica contained in these terms shall survive the expiration, or earlier termination, of these terms. Further, all appropriate records and reports pertaining to work performed at Alorica facilities by Vendor under these terms shall be maintained by Vendor for a period of two (2) years following the contract termination or expiration.

## **27. ENTIRE AGREEMENT**

These Master Terms and Conditions and the individual Alorica Orders entered into pursuant to these Master Terms and Conditions constitute the entire agreement of the parties with respect to each Order. None of these terms and conditions may be amended or superseded or otherwise altered except by a written instrument signed by a duly authorized officer of Alorica and Vendor. The terms of all sections, which by their nature are intended to extend beyond termination, shall survive termination. If Vendor requires use of a Vendor-form sales order in connection with any of the goods or services to be purchased, Vendor hereby acknowledges and agrees that to the extent such sales order contains any pre-printed or other terms and conditions, such terms and conditions, whether in addition to or in conflict with this Agreement, shall have no effect whatsoever and these Master Terms and Conditions shall govern the relationship between Alorica and Vendor. Each shipment received by Alorica from Vendor shall be deemed to be only upon the terms and conditions contained herein and in the Order, notwithstanding any terms and conditions that may be set forth by Vendor in any acknowledgment, invoice or other document and notwithstanding Alorica act of accepting or paying for any shipment or similar act of Alorica. If any provision of these Master Terms and Conditions or the Order is declared invalid for any reason, such provision shall be deemed to be severed from the remaining provisions, which shall otherwise remain in full force and effect. Alorica and Vendor agree that each Order may be delivered by Alorica to Vendor by facsimile or electronic transmission and deemed accepted by Vendor on the terms set forth herein. In such event, Vendor agrees that Alorica may use the facsimile or electronic transmission in any legal action or proceeding with respect to such Order as if such facsimile or electronic transmission were the original Order issued by Alorica and Vendor hereby waives any objection to the admission of the facsimile or electronic transmission as evidence of the Order issued by Alorica and Vendor's acceptance of each such Order.