



C MAX INDEMNIFICATION AGREEMENT FROM PURCHASER

Purchaser shall indemnify and hold CMAX and its respective parents, affiliates, subsidiaries, predecessors, successors and assigns and its respective officers, directors, employees, and agents (collectively, the “Indemnified Parties”) harmless from and against any claims, actions, suits or other actual or threatened proceedings, and all losses, judgments, damages, expenses or other costs (including reasonable attorneys’ fees and disbursements of counsel on an as incurred basis) incurred or suffered by CMAX or other Indemnified Parties by reason of or in connection with the purchased accounts or purchase agreement associated with the purchased accounts. At their sole option, the Indemnified Parties shall have the right to require Purchaser to assume the defense of any such claim, action, suit or other actual or threatened proceeding and to directly pay for all losses, judgments, damages, expenses or other costs (including all attorneys’ fees and disbursements of counsel on an as incurred basis), which may be imposed or incurred.

CMAX makes no representations or warranties of any kind whatsoever in connection with any of the accounts, including without limitation as to the condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, and CMAX specifically disclaims any warranty or representation, oral or written, past or

present, express or implied concerning or relating to any accounts. Purchaser acknowledges and agrees that information relating to the decision of purchaser to purchase the accounts, whether in seller's survey, on the website, or otherwise was provided by seller and not CMAX. Purchaser may not rely on any statement by CMAX, or any of its affiliates, partners, officers, members, directors, representatives, agents, or employees in connection with or relating to any account unless provided to purchaser in writing with notarized signature signed by the president of CMAX, and purchaser agrees it shall look only to seller, and not to CMAX with respect to all information concerning the accounts.

If CMAX is named a party in connection with any claim or dispute despite the disclaimer and release provisions of this agreement, then such claim or dispute will be settled by arbitration administered by the American Arbitration Association in Palm Beach County Florida in accordance with its commercial arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. In the event this arbitration provision is found to be unenforceable or inapplicable for any reason, then purchaser and seller agree that the claim will be arbitrated if possible and, if not possible, jurisdiction for any action or claim involving CMAX shall be exclusively in the state and federal courts of Florida with venue in Palm Beach County, Florida, and purchase and seller irrevocably consent to the personal and subject matter jurisdiction of said courts regardless of the disclaimer and release in this agreement, if CMAX is found liable for any reason, CMAX's liability to seller, purchaser, or to any third party shall be limited to the lesser of: (a) actual direct monetary damages; or (b) \$1000.00. If this provision is

determined to be unenforceable then damages will be limited to actual monetary damages in an amount not to exceed the fee(s), if any, paid to CMAX. In no event shall CMAX be liable, whether in contract or tort (including errors and omissions) or otherwise for any special, indirect, incidental, lost profits, business interruption, punitive, or consequential damages of any kind or nature whatsoever.

PURCHASER'S ELECTRONIC ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BIND PURCHASER TO THE TERMS OF THIS AGREEMENT WITHOUT ANY FURTHER EXECUTION OR DELIVERY OF THIS AGREEMENT.