

TERMS & CONDITIONS

General Service Terms

Charles IT, LLC ("CIT") provides telecommunications and information technology-related services and support (collectively, "Services") to clients (each a "Client") pursuant to a Support Agreement and subject to these terms and conditions, which may be modified from time to time ("Terms"). Such Services shall be provided in accordance with service quotes agreed to by CIT and Client ("Quote") which shall be governed by these Terms. In the event of a conflict between these Terms and any Quote, the terms of the Quote shall prevail.

Please read these Terms carefully before using the Services. By using the Services you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms.

Payment and Billing

Professional Services

CIT will invoice Client monthly for professional services and the invoices will set forth the fees for services to include Service Fees, Monthly Minimum fees, or After Hours Fees. Client agrees to a minimum monthly Service Fee as set forth in the Quote ("Monthly Minimum") which shall be paid in accordance with monthly invoicing. For any Renewal Term, unless CIT and Client otherwise agree in a Quote, the Monthly Minimum shall be the average of the Client's previous three (3) months of Service Fees. After hours requests (outside 7:30 a.m. - 5:30 p.m. will incur an hourly rate billed outside of your Service Agreement and Quote at 1.5 times our standard rate. This rate will become 2 times are standard rate on federal holidays.

Software and Hardware

All hardware/software that is necessary to repair or enhance Client's infrastructure will be billed separately. Client will be quoted for any necessary hardware/software in excess of five hundred (\$500.00) dollars. Client authorizes CIT to purchase any necessary hardware/software valued at five hundred (\$500.00) dollars or less. Any such orders for necessary hardware/software of five hundred (\$500.00) or less shall be invoiced to the Client upon delivery and Client approves of such orders without a Quote. Necessary hardware/software shall include any materials or licenses required for CIT to perform the Services.

Invoicing and Payment

Unless other payment terms are expressly stated herein or in an applicable SOW payment is due within fifteen (15) days of receipt of an invoice. If an invoice is not paid within five (5) days of its due date, Client shall be liable for late charges at the rate equal to the lesser of 1.5% per month, or the highest rate allowed by law, calculated from the due date until the amounts are paid, together with all expenses incurred in collection, including reasonable attorneys' fees and expenses. Late fees will be separately invoiced but will reference the late invoice number. If Client fails to make payment on any due date, CIT shall have the right to suspend any or all Services and, if such failure to make payment has not been cured within thirty (30) days of the due date, upon written notice terminate all Services. Termination of any Services by CIT shall not limit CIT from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all fees and expenses accruing prior to such termination.

ACH Payments

In order to receive the discounted rate as provided in any Quote, Client agrees to use CIT's provided ACH system for payment of monthly recurring services with CIT. Client authorizes CIT to initiate debits from a designated ACH or credit card account, on the due date, for all payments, any fees and expenses, and any other amounts due and payable by Client. Payments for monthly Services must be made in advance of service. Any charges not disputed by

client in good faith within fifteen (15) days of receipt of an invoice will be deemed approved for and accepted. If client chooses not to use CIT's provided ACH system, the discounted rate will be increased by 2.5% .

Term

This agreement will be for the period from Contract Start Date to Contract End Date. ("Initial Term") This agreement will automatically renew for sequential terms equivalent to the Initial Term, (each a "Renewal Term") unless a Party gives written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term or if this agreement is terminated pursuant to these Terms; provided, however, that these Terms shall remain in effect even if notice of non-renewal is given until the Term of all Quotes and services have expired or have been terminated.

Confidentiality

During the Term, each party may learn and have access to certain information of the other party which such other party designates as being "CONFIDENTIAL" or with words of similar import (the "Confidential Information"). Without limiting the foregoing, all CIT owned materials, deliverables, proposals, pricing information shall be deemed to be the Confidential Information of CIT without the need to be marked or designated as such. Except as expressly provided otherwise herein, neither party will, without the other party's prior written approval, publish or otherwise disclose to any third party, with the exception of certain contractors of CIT working on matters relating to the Services, any Confidential Information of the other party. Each party shall use reasonable care to safeguard the Confidential Information of the other party and to prevent the unauthorized use or disclosure thereof. Notwithstanding any of the foregoing, Confidential Information shall not include information that: (i) is in the public domain at the time of its use or disclosure through no fault of the party receiving Confidential Information (the "Receiving Party") or, in the case of CIT, its contractors; (ii) was lawfully in the possession of or demonstrably known by the Receiving Party prior to its receipt from the party disclosing Confidential Information (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) becomes known by the Receiving Party from a third party and, to the Receiving Party's knowledge, is not subject to an obligation of confidentiality to the Disclosing Party. Client acknowledges that a breach of its confidentiality obligations under these Terms may, as determined by a court of competent jurisdiction, result in irreparable and continuing damage to CIT for which monetary damages will not be sufficient, and agrees, notwithstanding anything herein to the contrary, that CIT will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive and/or other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

CIT shall not be responsible for the confidentiality, integrity and availability of Client's Environment and/or information within Client's Environment unless expressly provided in an applicable SOW. Client expressly recognizes that no IT system, including but not limited to any system connected to the Internet, can be made one hundred percent (100%) secure and that a security incident or data breach affecting Client or the Environment is not per se evidence of any breach of the this Agreement or any SOW, or of negligence by or fault of CIT.

Warranty

CIT warrants that all Services will be performed in a professional and workman-like manner in accordance with general industry standards. Client must report any deficiencies in Services to CIT in writing within ten (10) business days of performance of such Services in order to receive warranty remedies. Client acknowledges security vulnerabilities or system weaknesses may exist in the Client's environment at the time CIT begins providing Services. Any breach or major failure caused by a security vulnerability or system weakness that existed before CIT began providing Services and/or is discovered during the first ninety (90) days after CIT begins providing Services will be brought to Client's attention and a proposal to remedy the issue(s) will be provided to Client for review and approval. Such remedy will be for additional cost and will require an additional SOW.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. NO OTHER WARRANTIES APPLY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES ARE PROVIDED "AS IS" AND "WHERE IS" AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. CIT DOES NOT WARRANT THAT THE SERVICES, SERVICE DELIVERABLES, OR ANY THIRD PARTY PRODUCTS ARE ERROR-FREE, OR WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS. THERE IS NO WARRANTY FOR THIRD PARTY SOFTWARE OR THIRD-PARTY HARDWARE PROVIDED BY CIT AND EACH SUCH THIRD PARTY



SOFTWARE OR THIRD PARTY HARDWARE SHALL BE GOVERNED BY THE WARRANTIES OFFERED BY THE APPLICABLE THIRD PARTY UNDER THE TERMS OF THE AGREEMENT BETWEEN CLIENT AND SUCH THIRD PARTY. IN ADDITION, AND WITHOUT LIMITATION, CIT DOES NOT WARRANT OR REPRESENT THAT ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE AS DELIVERED WILL MEET ALL OF CLIENT'S BUSINESS REQUIREMENTS WITHOUT THE NEED FOR CONFIGURATION OR ENHANCEMENTS OR ENCOMPASS ALL OF THE FUNCTIONALITY DESIRED BY CLIENT OR AVAILABLE IN CLIENT'S SOFTWARE PRODUCT.

Remedy

FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND CIT'S ENTIRE LIABILITY, SHALL BE LIMITED TO THE RE-PERFORMANCE OF THE SERVICES. IF CIT IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CLIENT SHALL BE ENTITLED TO RECOVER THE FEES PAID TO CIT FOR THE DEFICIENT SERVICES.

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RELATING TO LOST PROFITS, LOSS OF DATA OR LOSS OF BUSINESS OPPORTUNITY) EVEN IF THE PARTY CLAIMING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CIT's AGGREGATE LIABILITY FOR DAMAGES, INCLUDING ATTORNEYS FEES, HEREUNDER SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID TO CIT BY CLIENT FOR THE SPECIFIC SERVICES THAT ARE THE SUBJECT OF THE CLAIM OVER THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM. CLIENT ACKNOWLEDGES THAT THE LIMITATION OF LIABILITIES AND DISCLAIMERS OF WARRANTIES CONTAINED HEREIN CONSTITUTE AN AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES, HAVE BEEN FACTORED INTO PRICING OF THE SERVICES, AND ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES

LIMITATION OF TIME

ANY CLAIM, ACTION OR PROCEEDING AGAINST CIT ARISING OUT OF THE SERVICES OR ANY SOW MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM, ACTION OR PROCEEDING OR THE RIGHT TO BRING SUCH CLAIM, ACTION, OR PROCEEDING SHALL BE DEEMED FORFEITED AND/OR WAIVED.

Indemnification

Client agrees to indemnify, defend and hold harmless CIT and its subsidiaries and affiliated companies, third-party service providers and each of their respective officers, directors, employees, shareholders and agents (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) Client's use of the Services; (ii) any violation by Client of any of CIT's policies; and/or (iii) any acts or omissions by Client. For the purpose of Client's indemnification obligation hereunder, the term "Client" shall include any of Client's end users, visitors to Client's website, and users of Client's products or services, the use of which is facilitated by CIT.

Cyber Incident Insurance

During the Term, and for two (2) years thereafter, Each Party shall secure and maintain at its expense from an insurer that has an A.M. Best Rating of A-VII or better, cyber liability insurance to cover first-party and third-party liability, including privacy liability coverage for data loss, data breaches and regulatory investigations, with a limit of not less than \$1 million per occurrence. A combination of primary and excess/umbrella liability policies are acceptable to meet the limits specifically required hereunder. A certificates of insurance evidencing the above coverage shall be supplied to each Party upon request. The Parties agree that their respective policies will not be materially changed or cancelled without ninety (90) days written notice to the other Party. Each Party agrees that its policy is primary for all first party claims and defense and indemnity of any third-party claims made against the Party.

Investigations and Audits



From time-to-time, client may be the subject of an investigation, audit or other request for information by or from a government agency, insurance company or other third-party. Client agrees to reimburse CIT, on a Time and Materials basis (at CIT's then current rates) for its assistance in responding to any investigation, audit or information request, plus CIT's own reasonable costs, including attorneys' fees, incurred in connection with any such investigation, audit or request for information. To the extent not prohibited by applicable law, CIT will cooperate, at clients' sole expense, with any reasonable and lawful request by client in connection with such investigation, audit or request for information. Reimbursable costs include, but are not limited to, costs for CIT to respond to search warrants, subpoenas, civil investigative demands and other requests for information or testimony of any type.

Termination

Either party may terminate this Agreement if the other party is in material breach of this Agreement and has not cured such breach within sixty (60) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the sixty (60) day period and is pursuing such cure diligently and in good faith. Notwithstanding anything in this Agreement to the contrary, if Client fails to make payment on any due date, CIT shall have the right to suspend Services hereunder and, if such failure to make payment has not been cured within thirty (30) days of the due date, upon written notice terminate this Agreement. Termination of this Agreement shall not limit CIT from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all fees and expenses accruing prior to such termination. Furthermore, upon termination of this Agreement, Client shall provide CIT with access, during normal business hours, to Client's premises (or any other locations at which CIT-owned equipment is located) to enable CIT to remove all CIT-owned equipment from such premises (if any). In the event this Agreement is terminated for any reason whatsoever, all Client data held by CIT shall be returned to the Client in a commercially reasonable manner and time frame, not to exceed fifteen (15) calendar days following the date of request of the return of such data by Client. The data shall be returned in an industry-standard format that is mutually agreed upon by the parties. In the event that Client requests CIT's assistance to transition to a new service provider, CIT shall do so provided that (i) all fees due and owing to CIT under this Agreement are paid to CIT in full prior to CIT providing its assistance to Client, and (ii) Client agrees to pay CIT its then-current hourly rate for such assistance, with upfront amounts to be paid to CIT as agreed upon between the parties. CIT shall have no obligation to store or maintain any Client data in CIT's possession or control beyond fifteen (15) calendar days following the termination of this Agreement.

Cooperation; Delays

Each party agrees to cooperate reasonably and in good faith with the other in the performance of the Services and acknowledges that delays may otherwise result. Client agrees to provide, or provide access to, if reasonably necessary to perform the Services, the following: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from its employees and agents, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Services.

Client is also responsible for the following: (i) assigning a dedicated internal project manager to serve as a single point of contact for CIT; (ii) defining and maintaining its business objectives and requirements that will guide its use of any Services; (iii) reviewing customizations made to any Services for conformance with relevant requirements; (iv) training its users generally in the use of any Services; and (v) using any Service generally for its own internal business purpose.

Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

Scheduling of CIT's resources must be agreed to no later than five (5) business days prior to the date work is scheduled to begin. Subsequent scheduling changes requested by Client may result in additional fees. Delays caused by Client to which CIT has dedicated resources and begun work will be billed to Client as follows: (i) offsite planned resources will be billed at 50% of the planned hours during the period of the delay; and (ii) onsite planned resources will be billed at 100% of the planned hours during the period of the delay (maximum of 8 hours per business day).



Returns

CIT makes every effort to recommend products and services to meet the needs and requests of our clients. Please provide any return request within 5 days of receipt of goods. All returns must be in new condition and accompanied by the original packaging and accessories. For custom equipment orders, such as laptops or servers, we are unable to accommodate returns as most vendors also will not accept returns. CIT reserves the right to charge a 15% restocking/shipping fee on any return to cover costs incurred for return processing.

Changes to Scope

Any changes to the scope of work shall be effective only upon Client's acceptance of a Proposal and/or Quote from CIT.

Relationship between the Parties

CIT is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

No Solicitation

By engaging our services, Client agrees not to knowingly hire or contract separately with any person employed by CIT during the time CIT provided Client with professional services, and within one year of the last services provided for Client. In the event Client hires or contracts separately with such a person within one year of the last services provided for Client, CIT shall receive from Client, liquidated damages equal to the annual salary paid to such personnel by CIT. It is acknowledged and agreed by the Parties that, in such event, CIT's damages would be impossible to ascertain and that such amount constitutes a fair and reasonable amount of compensation therefor. Such liquidated damages are hereby fixed and are not intended to be nor shall they be treated as either a partial or full waiver or discharge of any right or remedy of CIT provided hereunder or by law.

Governing Law; Venue

All questions concerning the validity, interpretation and performance of this Agreement shall be governed by and decided in accordance with the Laws of the State of Connecticut, without regard to any conflicts of laws and principles thereof. The parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Hartford County, Connecticut, and agree that all actions or proceedings relating to this Agreement shall be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

Dispute Resolution

The parties agree to make reasonable efforts to resolve any dispute arising between the parties prior to pursuing litigation. Such efforts shall include the escalation of the dispute to a senior manager of each party who has full authority to resolve the dispute on behalf of the party. In the event that Client or CIT brings a lawsuit for breach of this Agreement, the prevailing party shall be paid its reasonable attorneys' fees and costs for the lawsuit. .

Severability

In the event any provision of this Agreement is held to be invalid or unenforceable; the remaining provisions of this Agreement shall remain in full force and effect.

Assignment

Any assignment of these Terms is null and void without the express written consent of CIT. CIT may assign its rights under these Terms to any successor, assign, or subsidiary.

Waiver



The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

Entire Agreement

This Agreement, together with any accepted Service Quote(s), constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter thereof. If the event of a material conflict between the provisions of these Terms, and a Service Quote, the Service Quote shall govern. This Agreement may not be modified or amended except by a Service Quote accepted by Client. It is expressly agreed that any terms and conditions that may be sent by email or other communication from Client, whenever received by CIT, shall be null and void and superseded in full by the terms of this Agreement.

Subcontractors

CIT may, in its reasonable discretion, use third party contractors inside or outside the United States to perform any of its obligations hereunder, including but not limited to migration of Client data, remote monitoring and management, network monitoring, helpdesk services, backup and hosted infrastructure services.

Survival

All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

No Presumption

The parties hereby acknowledge that this Agreement is the product of negotiation between the parties and that the identity of the party who prepared this Agreement shall in no way create a presumption that this Agreement and the language hereof is to be construed against such party.

Force Majeure

Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

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