

TERMS & CONDITIONS

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 a Support Agreement and one or more quotes ("Quote") which shall be governed by these Terms. In the event of a material conflict between these Terms, the provisions of the Support Agreement and/or a Quote, the order of governance resolving such conflict shall be the Quote, then the Support Agreement followed by these Terms. "Client" shall mean the corporate entity identified on any Quote, including its subsidiaries, parents, assignees, transferees, and affiliates. Client agrees that "Client" shall further include and encompasses all corporate entities with users that utilize or benefit from the Services provided by CIT, whether directly or indirectly, under the authority or capacity granted by the primary contracting entity.

Please read these Terms carefully before using the Services. By using the Services or signing a Support Agreement 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 for Support and Third-Party Services pursuant to the terms and fees in a Quote. For IT Support and Third-Party Services, Client agrees to recurring monthly fees as set forth in a Quote subject to adjustment for any additional users or hours ("Monthly Minimum"). 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.) are not included in the Monthly Minimum and will incur an hourly rate billed outside of your Support Agreement and invoiced at one and a half (1.5) times CIT's standard hourly rate. This rate will become two (2) times the standard rate on federal holidays. CIT may provide Client a discounted rate for Services upon Client entering a Proactive Support Agreement for a term of one year (1) or longer. The discounted rate shall be limited to the annual total hours set forth in the Quote, and unless the Quote includes options for purchasing additional hours at a discount, CIT's standard market rates shall apply for all hours in excess of the annual total.

CIT Equipment and Hardware

All CIT equipment and hardware ("CITE") will be billed separately from Services. Client will be quoted for any CITE in excess of five hundred (\$500.00) dollars, and payment is due upon acceptance of the Quote. CIT reserves the right to not purchase or install CITE in excess of five hundred (\$500.00) dollars until payment is issued to CIT. Client authorizes CIT to purchase, without acceptance of a Quote, any necessary CITE (i) valued at five hundred (\$500.00) dollars or less, (ii) as may be requested for new users or (iii) pursuant to a user activation form. Necessary CITE shall include any materials or licenses required for CIT to perform the Services. Subject to CIT's return policy as set forth herein, all fees for CITE are due and payable regardless of whether Client terminates.

Title to and right of possession of CITE provided to Client shall remain with CIT until all payments provided hereunder have been made in full and received by CIT. Client agrees to do all acts necessary to perfect and maintain such right and title in CIT and authorizes CIT a security interest in such hardware and to file a UCC-1 Financing Statement concerning all hardware. Failure of Client to fully pay the purchase price for any hardware shall give CIT the right, without liability, to repossess such hardware, with or without notice, and to avail itself of any remedy provided by law or equity.

Third-Party Software

CIT may recommend Third-Party Software ("TPS") as part of CIT's Services. TPS will be set forth in a Quote. To provide TPS for Client, CIT will make purchase commitments with TPS vendors or publishers to facilitate the provision and use of TPS by Client. The fees for TPS will be billed monthly to Client unless otherwise set forth in a Quote.

Although TPS will be billed monthly, Client is responsible for the full amount of the fees of TPS due for the entire Initial or Renewal Term.

Third-Party Equipment and Hardware

Third-Party Equipment (“TPE”) includes equipment and hardware rented to Client for purposes of Service and includes, but is not limited to, routers, backup appliances, phones, computers or servers. TPE will be identified on a Quote for any TPE in excess of five hundred (\$500.00) dollars. CIT reserves the right to not purchase or install TPE in excess of five hundred (\$500.00) dollars until adequate credit or security guarantees are provided by Client. Client authorizes CIT to purchase, without acceptance of a Quote, any necessary TPE (i) valued at five hundred (\$500.00) dollars or less, (ii) as may be requested for new users or (iii) pursuant to a user activation form. Necessary hardware shall include any materials or licenses required for CIT to perform the Services. Subject to CIT’s return policy as set forth herein, all fees for TPE are due and payable regardless of whether Client terminates.

Client agrees to acquire and maintain, at its sole cost, insurance for the full replacement value of all CITE and TPE. Charles IT shall be listed as an additional insured on any policy acquired and/or maintained by Client and the policy shall not be canceled or modified without ninety (90) days’ notice to CIT. Upon CIT’s request, Client agrees to provide proof of insurance to CIT, including proof of payment of any applicable premiums or other amounts due thereunder.

Title to and right of possession of the TPE provided to Client shall remain with CIT until all payments provided have been made by Client in full and received by CIT. Client agrees to do all acts necessary to perfect and maintain such right and title in CIT and authorizes CIT a security interest for such TPE and to file a UCC-1 Financing Statement concerning all TPE. Failure of Client to fully pay the purchase price for any TPE shall give CIT the right, without liability, to repossess such TPE, with or without notice, and to avail itself of any remedy provided by law or equity.

Licenses

Customer is solely responsible for ensuring that all Client Software is genuine and properly licensed. Client agrees to provide Charles IT proof of such licensing upon request. Under no circumstances shall Charles IT be liable for Client’s failure to acquire and maintain appropriate licenses.

Invoicing and Payment

Unless other payment terms are expressly stated herein or in an applicable Quote, CIT will issue Client monthly invoices. Payment is due within fifteen (15) days of receipt of an invoice and before Services are rendered for the month. 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, costs 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 fifteen (15) days of the due date, upon written notice terminate all Services.

If Client disputes any portion of a CIT invoice, Client must pay the undisputed portion of the invoice and submit a written claim with associated reasons to CIT at finance@charlesit.com for the disputed amount. All claims must be submitted to CIT within fifteen (15) business days from the invoice date for those Services, otherwise the Services are deemed accepted and Client waives the right to dispute any charges not disputed within the time frame set forth above.

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. If client chooses not to use CIT’s provided ACH system, the discounted rate will be increased by 5%.

Term



The Support Agreement will be for the period from set forth in the Quote. (“Initial Term”) The Initial Term 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 ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term or if Services are 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 Quote with a full description on such services. 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 Warranty or any Quote, 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 Quote.

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 CIT BE LIABLE 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 ATTORNEY'S 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

ANY CLAIM, ACTION OR PROCEEDING AGAINST CIT ARISING OUT OF THE SERVICES OR ANY SUPPORT AGREEMENT 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 certificate 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 for Material Breach

Either Party may terminate the Support Agreement if the other party is in material breach of these Terms 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. Client shall be responsible for all hardware and TPS due for the entire Initial or Renewal Term as set forth in these Terms. Notwithstanding, if Client fails to make any payment when due for more than thirty (30) days, CIT may, by written notice, request reasonable assurances from Client that all amounts owed and future payments will be made in a timely manner. Client shall have seven (7) days from receipt of such notice to provide adequate financial information or security, as reasonably determined by CIT, demonstrating Client's ability to cure and pay outstanding and future amounts due. If Client fails to timely provide such reasonable assurances, CIT may suspend performance of Services or, at CIT's option, terminate the Support Agreement for material breach.

Termination for Convenience

Either Party may terminate Services or a Support Agreement for convenience at any time upon ninety (90) days written notice. Notwithstanding, if Client fails to make payment on any due date, CIT shall have the right to immediately suspend Services hereunder and, if such failure to make payment has not been cured within fifteen (15) days of the due date, upon written notice terminate the Services. If Client terminates for convenience, Client shall be responsible for all outstanding invoices and the lesser of (i) twelve (12) months of the Client's Monthly Minimum fees remaining under the Support Agreement or (ii) the total amount of fees outstanding under the Support Agreement for the duration of the Initial Term (as such duration existed prior to Client's election to terminate the Support Agreement). CLIENT RECOGNIZES AND AGREES THAT THIS IS AN EQUITABLE ALLOCATION OF THE RISKS BETWEEN THE PARTIES AND HAS BEEN FACTORED INTO THE PRICING FOR SERVICES AND THE DISCOUNTS PROVIDED TO CLIENT.

Termination of a Support Agreement for any reason 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 or during the Initial or Renewal Term. Furthermore, upon termination of Services or a Support 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 Services or a Support Agreement is terminated for any reason whatsoever, all CIT shall provide Client with password files and a network diagram 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 and payment in full of all outstanding invoices. Upon termination, unless otherwise agreed to by Client and CIT for purposes of transition services, CIT will immediately cease to have access to and maintenance of Client's network, hardware, and software. 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 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 market rate for such assistance, with upfront amounts to be paid to CIT as agreed upon between the Parties pursuant to these Terms. 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 the Support Agreement.

Cooperation; Covenants; 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 primary contact 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.

Client covenants that the signatory of any and all Quotes is duly authorized to enter into binding agreements with CIT on behalf of Client. Furthermore, Client assures that all end users of CIT's services are authorized by Client to utilize the services provided by CIT, and Client accepts full responsibility for their compliance with the terms and conditions set forth in the Support Agreement and any applicable Quotes.

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 the Support 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 three (3) 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 hardware to meet the needs and requests of our clients. Please provide any return request of hardware 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. For returns CIT is willing to accept, CIT reserves the right to charge a 15% restocking/shipping fee on any return to cover costs incurred for return processing.

Benefiting Entities

In that even that Client or contracting entity procures the Services of CIT on behalf of itself and other affiliated entities, including but not limited to parent companies, subsidiaries, portfolio companies, or other related entities (collectively, "Benefiting Entities"), such Benefiting Entity that uses, accesses, or otherwise benefits from the Services shall be deemed a joint and several obligor under these Terms, fully responsible for compliance with its terms, including but not limited to payment obligations. Client expressly represents that it has the authority to bind all Benefiting Entities to these Terms. Upon written request of CIT, Client shall provide CIT with a list of all Benefiting Entities utilizing the Services during the Term.

Changes to Scope

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

Relationship between the Parties

CIT is an independent contractor and nothing in the Support Agreement or these Terms 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

Unless agreed to in writing between the Parties, during the Initial or Renewal Term of any Support Agreement and for one (1) year following termination or expiration of the Support Agreement, Client, nor any of its affiliates will directly or indirectly, for their own account or on behalf of any other person or entity, whether as an officer, director, employee, partner, principal, joint venture, consultant, investor, shareholder, independent contractor, or otherwise, hire or employ, or attempt to hire or employ, in any fashion (whether as an employee, independent contractor, or otherwise), any employee or independent contractor of CIT, or solicit or induce any of CIT's employees, consultants, clients, vendors, suppliers, or independent contractors to terminate their relationship with CIT. Additionally, a client soliciting an employee shall be a breach and CIT has the right to terminate Services. Client acknowledges that it would be difficult to ascertain the losses and replacement costs sustained by a breach of this non-solicitation provision and, that in the event of a breach by Client, Client shall pay CIT, as liquidated damages,



an amount equal to the two hundred percent (200%) of the annual compensation for each of CIT's employee and contractor in question. In any circumstance, the lowest amount shall be \$50,000. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE AMOUNT OF THESE LIQUIDATED DAMAGES IS REASONABLE AND THAT THIS PROVISION MAY BE ENFORCED IN A COURT OF COMPETENT JURISDICTION IN THE STATE OF CONNECTICUT. PAYMENT OF THESE LIQUIDATED DAMAGES SHALL BE MADE WITHIN FIFTEEN (15) DAYS OF HIRE OF SAID EMPLOYEE OR INDEPENDENT CONTRACTOR UPON INVOICE FROM CIT.

Governing Law; Venue

All questions concerning the validity, interpretation and performance of the Support 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 the Support 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. If the parties are unable to resolve the dispute after escalation, then any disputes, controversies, or claims arising out of or in connection with the services provided by CIT, including but not limited to disputes regarding the construction, validity, interpretation, enforceability, or breach of this agreement, shall be resolved by binding arbitration. The arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association (AAA) then in effect, and under the rules set forth in these terms and conditions. The parties also agree that the AAA's Rules govern the interpretation and enforcement of this agreement to arbitrate. Any such arbitration shall be conducted by a single arbitrator experienced in Information Technology. The arbitrator's decision will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Parties to the arbitration shall each pay an equal share of the costs and expenses of such arbitration.

Severability

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

Assignment

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

Waiver

The waiver by either party of any default or breach of these Terms or any Support Agreement shall not constitute a waiver of any other or subsequent default or breach.

Entire Agreement

The Support Agreement, together with any accepted Quote(s) and these Terms, 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. These Terms may not be modified or amended except by a Support Agreement or Quote accepted by Client and CIT. 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 these Terms and the Support Agreement.

Media



Client agrees that CIT may use Client's name, logos, and photographs to identify Client as a Client of CIT both in general advertising and targeted marketing materials and proposals. Client agrees that it will use commercially reasonable efforts to respond to requests from a potential CIT client regarding the quality and nature of CIT's services.

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 the Support Agreement or these Terms which should by their nature survive the termination of the Support Agreement shall so survive.

No Presumption

The parties hereby acknowledge that these Terms and Support Agreement are the product of negotiation between the parties and that the identity of the party who prepared them shall in no way create a presumption that 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 the Support 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, pandemics, epidemics, governmental 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).

