



Important Information About These Standard Terms and Conditions

These Standard Terms and Conditions constitute a binding contract between Client and Current Technologies Corporation (CTC) and are referred to herein as either "Standard Terms and Conditions" or this "Agreement". Customer accepts these Standard Terms and Conditions by placing an order with CTC or otherwise engaging CTC to perform or procure any Services. These Standard Terms and Conditions are subject to change without prior notice, except that the Standard Terms and Conditions posted on the Site at the time Client places an order or signs a Statement of Work will govern the order or Statement of Work in question, unless otherwise agreed in writing by CTC and Customer.

Non-Disclosure/Non-Competition

- 1) CTC is now providing and may hereafter provide network and computer consulting and installation services from here on referred to as "The Work" to Client pursuant to one or more separate agreements. In that connection, Client will provide to CTC certain confidential information concerning Client and its affiliates and customers (collectively, the "Protected Parties"). As a condition to Client's furnishing such information to CTC, Client is requiring that CTC agree, as set forth below, to treat confidentially all such information and all other information that Client furnishes to CTC or to CTC's directors, officers, employees, agents or advisors (all of the foregoing are collectively referred to as "CTC's Representatives"), whether furnished before or after the date of this letter, including all notes, analyses, compilations, studies, plans or other documents, whether prepared by Client or CTC or by others, which contain or otherwise reflect such information (collectively, the "Information"). All Information furnished to CTC or to any of CTC's Representatives by a director, officer, employee, attorney, accountant, agent, financial advisor, affiliate, or representative of Client shall be deemed for purposes of this letter agreement to have been furnished by Client.
- 2) Non-disclosure of Information
 - a) CTC agrees that the Information:
 - i) Will be used solely for the purpose of determining the scope of, and need for, and performing, the Work
 - ii) Shall not, in any event, be used as a basis for CTC's competition with any Protected Party
 - iii) Will be kept confidential by CTC and by CTC's Representatives; provided, however, that any Information may be disclosed to CTC's Representatives who require the Information in connection with the Work, it being understood that CTC's Representatives shall:
 - (1) Be informed by CTC of the confidential nature of the Information
 - (2) Be directed by CTC to treat the Information confidentially and not to use it except in connection with the Work
 - (3) Agree to be bound by the terms of this letter agreement. CTC shall be responsible for any unauthorized disclosure of Information by CTC's Representatives.
- 3) No solicitation of Company Employees. Without the prior written consent of the Chief Executive Officer of Client, neither CTC nor those of CTC's Representatives who are aware of the Information will, throughout the life of the agreement and for a five-year period from the date that this contract ends, solicit or cause to be solicited the employment of, nor hire, any employee of Client or its affiliates with whom CTC has had contact or who became known to CTC in connection with the Work.
- 4) Certain Exclusions. The term "Information" does not include information which
 - a) Is already in CTC's possession and was not furnished to CTC or CTC's Representatives by Client, provided that such information is not known by CTC to be subject to another confidentiality agreement with, or other obligation of secrecy to, Client or by Client's Representatives.

- b) Becomes properly available to CTC on a non-confidential basis from a source other than Client or its representatives, provided that such source is not known by CTC to be bound by a confidentiality agreement with or other obligation of secrecy to Client or to another person.
- 5) Legal Requirements. Notwithstanding anything to the contrary set forth in this letter agreement, if CTC or anyone to whom CTC transmits the Information pursuant to this letter agreement is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information or to take any other action prohibited by this letter agreement, CTC will provide Client with prompt written notice so that Client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement. If a protective order or other remedy is not obtained, or a waiver is granted by Client, CTC or CTC's Representative may furnish only that portion of the Information which CTC or CTC's Representatives are legally compelled to disclose; and CTC will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded any Information so furnished.
- 6) Duration. The provisions contained in this letter agreement shall be effective for a period of five (5) years beginning on the date hereof.
- 7) No Waiver. No failure or delay by Client in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 8) Indemnity. CTC hereby agrees to indemnify and hold harmless the Protected Parties from any damage, loss, cost or liability (including legal fees and the cost of enforcing this letter agreement) arising out of or resulting from any unauthorized use or disclosure by CTC or CTC's Representatives of the Information. CTC also acknowledges that money damages would be both incalculable and an insufficient remedy for any breach. Accordingly, CTC agrees that, in the event of any breach or threatened breach of this letter agreement, Client in addition to any other remedies at law or in equity which Client may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.
- 9) Successors and Assigns: Jurisdiction and Governing Law. This letter agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. CTC agrees and consents to personal jurisdiction and service and venue in any federal or state court within the State of Illinois having subject-matter jurisdiction, for the purposes of any civil action, suit or proceeding arising out of or relating to this letter agreement. This letter agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to the conflict of laws provisions thereof. This letter agreement constitutes the entire agreement and understanding between Client and CTC with respect to the Information and supersedes any prior agreement or understanding relating thereto.

Terms

- 10) Quotations are valid for thirty (30) days; work will begin 1 to 3 weeks from receipt of down payment unless previous arrangements have been made.
- 11) Pricing - Pricing is valid for thirty (30) days. Pricing does not include shipping. Pricing does not include sales tax of 8.00% (to be itemized).
- 12) Non-Compete - Client will agree not to, directly or indirectly, on their own behalf or on behalf of any other person or entity, without the prior written consent of CTC, employ or solicit for employment with client or any other firm or entity, any employee or personnel of CTC or otherwise tortuously disrupt, impair, damage, or interfere CTC with client and CTC's relationships with its employees or personnel. CTC will reserve the right to invoke its remedies if a consultant is approached and/or offered a position. In addition, client will refrain from

interviewing any consultants from CTC if the consultant applies for a position at the client site. Furthermore, it is understood that all CTC employees are bound to a non-compete/non-disclosure agreement. Client will also accept responsibility for any legal fees including court costs to CTC to enforce said paragraph, if client is found to be in default.

- 13) Payment Terms - CTC, which sells hardware/software, requires 50% of the total cost for hardware/software in advance and the remaining 50% balance to be paid upon delivery of merchandise. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by CTC. A 2% surcharge will be compounded monthly to any outstanding invoice balance, which is not paid in full by the due date. The surcharge will be assessed on the first day of the month following the invoice due date and for every (30) days thereafter. Client will also accept responsibility for any legal fees including court costs to CTC to enforce said paragraph, if client is found to be in default.

Any invoices may be disputed within (30) days of issue date. Customer must include a written explanation of what portion of the bill is disputed. The written explanation of the portion of the invoice disputed must be addressed to the CTC Accounting Manager. Any invoices disputed after (30) days of issuing said invoice will not be considered for credit issuance.

- 14) Project Additions - Any additions or changes to the project will require written pre-approval by an authorized individual. NO ADDITIONS TO THE ORIGINAL PROJECT WILL BE PERFORMED WITHOUT AN AUTHORIZED SIGNATURE.
- 15) Locations - All locations must be clear of any obstacles such as office furniture, partitions, pallets, racks, etc. We are not responsible for moving office furniture or partitions. Additional charges may be incurred if our technicians encounter such obstacles.
- 16) Work Hours - This proposal is based on CTC performing work during an (8) hour day, Monday through Friday, 8:00 AM to 5:00 PM (CTC's holidays excluded). If the client requires CTC to work other than during these indicated times, hourly incremental overtime rates may apply, unless previously arranged.
- 17) Delays - Delays or subsequent visits caused by the client which result in additional man-hours will be billed to the client at CTC's Time and Material rate.
- 18) Unforeseen Conditions - Should unforeseen concealed conditions, which affect CTC's performance, be encountered (other than those ordinarily encountered and recognized in this proposal), the client shall bear the added cost.
- 19) Storage - The client shall provide a secure area for the storage of CTC's material if there is a need for test equipment to remain over night.
- 20) Project Manager - The client shall provide a project manager, accessible at all times during the duration of the project, to provide direction and technical information in case questions arise.
- 21) Cabling - Any cabling problems encountered during any phase of this project will be the responsibility of the client. Unless CTC has provided installation or has provided upgrades to that particular cabling section, and/or it is under warranty additional charges will apply at CTC's Time and Material rate to correct the problem.
- 22) Electrical – CTC is not responsible for any electrical work required to successfully complete this project. Any and all necessary electrical work is to be completed by the client or by another contractor at the client's expense. Unless otherwise stated officially in the proposal, CTC quotes all projects and work without any electrical expenses included in the proposal.
- 23) Tax Exempt - Client must provide documentation of tax-exempt status if CTC is to withhold sales tax.

Conditions

- 24) Warranty - Any equipment purchased includes the standard manufacturer's warranty.
- 25) Software Compatibility - CTC states that software purchased from CTC in conjunction with a full unit PC will be compatible with that unit. CTC will not be responsible for the compatibility of software or hardware not

purchased from CTC. CTC will also not guarantee the compatibility of software that is not purchased in conjunction with a full unit PC.

- 26) Purchase Orders - Upon being signed by both parties, this quote becomes an agreement between CTC and the client stating the equipment listed is desired for purchase. Once the quote is signed, CTC will procure the equipment. Client may submit a purchase order in addition to the signed agreement.
- 27) Labor – Onsite labor will be billed to the ¼ hour with a 1.5 hour minimum charge. Remote support labor will be billed to the ¼ hour with a ¼ hour minimum. CTC reserves the right to assess hourly labor charges and travel expenses for onsite visits to client sites located more than 50 miles from CTC’s office.
- 28) Limitation of Remedies - CTC shall not be liable for any damages caused by delay in furnishing equipment. CTC shall not be liable for any damages pertaining to acts of God including, but not limited to floods, tornadoes, earthquakes, fire damage and/or electrical storms. The sole and exclusive remedy for any breach of warranty, express or implied, including without limitation, any warranties of merchantability of fitness, and the sole remedy for CTC’s liability of any kind including liability or negligence with respect to sales and services furnished under this agreement and all other performances by CTC under or pursuant to this agreement shall be limited to the re-performance of any defective material or service provided by CTC and shall in no event include any incidental or consequential damages of lost profits.
- 29) Return Policy - All returns and/or exchanges are subject to a 25% restocking fee unless prior arrangements are made. Any return or exchange must be pre-approved from CTC’s customer service department.
- 30) Amendments - CTC and the client must agree upon any additions or changes to the quote. Then, the agreement may be amended in writing.
- 31) Questions/Comments - Any questions or comments can be directed to your dedicated Sales Representative or our customer service department.

Acknowledgement of Terms and Conditions by:

Signature

Date

Title

Last Update 07.03.17