

## Master Agreement

This Agreement is made between CisCom Solutions, LLC ("Company") and <<&DH\_SoldToCompany>>.

- 1. SERVICES AND MERCHANDISE PROVIDED:** Company agrees to provide services and merchandise (hardware and software) subject to the terms and conditions described in this Agreement and related documents.
- 2. RATES:** Rates quoted apply during the business hours of 9am to 5pm Monday-Friday (excluding holidays). After hours and weekends will be billed at 1.5 times the base rate. Holidays will be billed at 2 times the base rate. There is a minimum one hour fee for on-site response. The base hourly fee for remote workstation support or telephone support is billed in 15 minute increments with a 15-minute minimum.

Non-hourly fees and related services will be specified in quotes. A non-hourly fee quote shall be subject to the terms of this Agreement to the extent not specifically modified by such quote.

- 3. MERCHANDISE:** All hardware, software, and related costs will be billed as quoted or with customary markup. Hardware may or may not be sold with a manufacturer's warranty. CisCom provides no additional warranty unless expressly stated in writing from CisCom. From time to time CisCom may offer for sale items that are demonstration units, refurbished, or used. All such items are sold AS-IS and are not returnable. Quotations and responses to requests for quotations do not include the price of sales tax or shipping unless these items are explicitly stated. Customer is responsible for the cost of sales tax and shipping of all merchandise. CisCom does not guarantee the price and/or the availability of product and/or services quoted.
- 4. SHIPPING:** Title to merchandise and risk of loss or damage during shipment pass from CisCom to Customer upon delivery to the carrier (F.O.B. Origin, freight prepaid and added). Where Customer has not specified method of shipment, CisCom will ship in the most economical way consistent with delivery requirements unless previously specified in writing and signed by the Customer.
- 5. DAMAGES OR LOSS IN SHIPMENT:** Any claim for damage, loss, or delay must be made against the carrier. CisCom's responsibility for such damage or loss ceases upon acceptance of the shipment by the carrier.
- 6. RETURNS:** Manufacturer restrictions apply to merchandise, as detailed below, and as updated from time to time. Customer may obtain additional details and any applicable updates from their CisCom Account Manager and may obtain manufacturer contact information by contacting CisCom Customer Service.
- 7. RETURN RESTRICTIONS**
  - 1) Special Orders. CisCom does not carry hardware or software in inventory and all products sold are considered specially ordered. As such, these products may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by your CisCom Account Manager or by CisCom Customer Service.
  - 2) Defective Product Returns. Customer may return most *defective* Products directly to CisCom within fifteen (15) days of invoice date and receive, at CisCom's option, credit, replacement, exchange, or

repair. After fifteen (15) days, only the manufacturer warranty applies.

8. **SECURITY INTEREST:** CisCom reserves the right to and maintains a security interest in the goods specified on the face of an order until the full payment of the purchase price stated has been made by the Customer.
9. **PAYMENT TERMS:** All invoices to Client shall be due on receipt. There is a \$35.00 charge on returned checks. Any unpaid sums over 30 days old shall bear interest at the rate of 1.5% percent per month (18% APR). Costs of collection including reasonable attorney's fees shall be borne by the Client.
10. **TERM OF AGREEMENT:** This Agreement shall commence on the Client's acceptance of the quote for the period of time necessary to provide the services and or merchandise in such quote. This Agreement may only be modified or amended in writing.
11. **TERMINATION:** In the event Client cancels or terminates this Agreement before completion of Services, Company shall be paid by Client pro rata for all work performed, and Company shall be paid by Client for any authorized expenses already incurred.
12. **FORCE MAJEURE:** Client acknowledges and agrees that Company shall not be responsible for any failures or delays in performing services which are caused by actions or events outside of Company's control. Such actions include but are not limited to hardware failure, network interruptions, actions taken by internet service providers or other third parties, Acts of God, acts of civil or military authority, fires, wars, riots or terrorist acts, earthquakes, storms, typhoons and floods. Furthermore, Client acknowledges that related repair and reinstallation services are not included within the scope of Managed Services Plans. If company's ability to render services is impaired by circumstances beyond the control of Company, Company may choose not to provide services.
13. **CONFIDENTIAL INFORMATION:** Neither Company nor Client shall disclose to any non-party to the Agreement any confidential information of the other (unless required by law). Confidential information is information which relates to research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either Party.
14. **PROPRIETARY INFORMATION:** Proprietary information shall also be protected from disclosure. All software is sold pursuant to a licensing agreement which is specifically incorporated and made a part of this Agreement. The Client expressly agrees to honor and not violate any license agreements, copyrights or trademarks which are associated with goods purchased pursuant to this Agreement.
15. **COMPANY OWNERSHIP:** Company will retain ownership of any inventions and/or any intellectual property resulting from the work performed under this Agreement. No ownership is transferred to Client by this Agreement. Company shall also retain ownership of any modifications, or other derivative works prepared by or for Client, subject to Company's ownership of the underlying property or invention. Unless so identified in writing in advance of commencement of services as property of Client, no property shall be deemed "work for hire" or otherwise owned by Client.

- 16. WARRANTY:** Company warrants to Client that the material, analysis, data, programs, and services to be delivered or rendered under this Agreement will be of the kind and quality designated and will be performed by qualified personnel. Company offers no guarantees or warranties, express or implied, as to systems availability and functionality during any phase of its support services and makes no guarantees or warranties, expressed or implied, regarding the ability to resolve computer-related problems, to recover data, or to avoid losing data. Company makes no other warranties, whether written, oral or implied, including, without limitation, warranty of fitness for purpose or merchantability.

All merchandise sold by Company carry only the Manufacturer's Warranty unless otherwise stated. Company's sole obligation for merchandise shall be as a dealer under the Manufacturer's Warranty. Company shall not be liable for any delay in the honoring of the warranty, including any indirect, incidental or consequential damages which may arise. Company accepts defective goods returned to Company pursuant to the warranties only as Manufacturer's authorized dealer. The manufacturer's warranties are in lieu of, and buyer waives, all other warranties. There are no other warranties, expressed or implied, including those of merchantability or fitness for a particular purpose.

- 17. LIABILITY:** Under no circumstances shall Company be liable to client or any other party for any damages, including without limitation special or consequential damages, either in contract or tort, any indirect incidental, special or consequential damages, expenses costs, profits, lost savings or earnings, lost or corrupted data, or other liability whether or not the possibility of such damages has been disclosed to Company in advance or could have been reasonably foreseen by Company arising out of or related to the services provided or out of the installation, de-installation, use of, or inability to use computer equipment, hardware, peripherals, or the network as a result of the services provided hereunder.

Notwithstanding any provision of this Agreement to the contrary, in no event will any damages be recognized in excess of the lesser of fees for services charged to Client for the month of the event giving rise to a claim or \$5,000.

- 18. WORK DISCLAIMER:** Company does not and cannot warrant any software or the loading of data onto the Client's systems. Consequently, Company is not liable for any time loss, data loss or any other damages that the purchaser or others may claim or suffer because of; problems with Client's software; the work performed hereunder or loading data onto or off the Client's systems. It is Client's responsibility to back up all software and data on workstations and servers before Company's technicians arrive. Client must provide Company access to the business and computers and/or peripherals to be serviced. Company reserves the right to refrain from providing any or all services if dangerous or unhealthy conditions are present or if technical conditions or customer requirements are unusual or extensive, or if Company's ability to perform is impaired by circumstances beyond Company's control.

- 19. INDEMNIFICATION:** Client agrees to indemnify and hold Company harmless from and against any claim, loss, damage, expense or liability (including attorney's fees and costs) that may result with respect to Company in whole or in part, from: i) any infringement or any claim of infringement, of any trademark, copyright, trade secret, or negligence arising from any of the text, graphics, and photographs provided by Client, ii) any claim by a third party regarding any services or products sold or otherwise distributed by Client, its employees or agents, or iii) any claim, suit, penalty, tax or tariff arising from Client's use of the work.

- 20. INDEPENDENT CONTRACTOR:** Company is an independent Contractor and is not employed by Client. Company is not entitled to any of the benefits normally provided to the employees of Client. Company reserves the right to determine the method, manner, and means by which the services will be performed including the order or sequence. Company is not required to perform the services during a fixed hourly or daily time. It is acknowledged that Company has other clients and offers services to the general public. Company shall not be restricted from employing other service companies in its discretion on an as needed basis. Employees of Company are not Employees of Client and vice versa. Company and Client are not Joint Employers.
- 21. NON-SOLICITATION:** During the term of this Agreement and for a period of twelve (12) months thereafter, Client agrees not to solicit, directly or indirectly, or to tender an offer of employment of any kind to any Company employee or former employee within twelve (12) months or subcontracted service provider's employee or such former employee within twelve (12) months who becomes known to the Client. If Client hires or contracts with a Company employee or a subcontracted service provider's employee, the Client agrees to pay Company liquidated damages, and not as a penalty, in an amount equal to the total compensation, including salary, wages, bonuses, commissions, training expense, and employee benefits, which said employee received during the prior twelve (12) months of his or her employment with Company, or \$25,000 USD, whichever amount is greater. This provision for liquidated damages shall not limit remedies against Client for any other breach of this Agreement, nor shall it preclude Company from asserting any cause of action independent of this provision.
- 22. COMPLETE AGREEMENT:** This Agreement contains the entire Agreement between the parties hereto with respect to the matters covered herein. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. The Parties agree that the provisions of this Agreement shall control over and govern as to any form or writings signed by the Parties, such as Quotes, Client Purchase Orders, Work Orders, etc., and that such forms are issued and executed by Client for Company without altering any of the terms or provisions of this Agreement. In the event of a conflict in the provisions of any attachments hereto or document incorporated by reference and the provisions set forth in this Agreement, the provisions of the Agreement shall govern unless specifically stated otherwise and agreed to by both the Company and the Client. No other Agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of Client by any of its employees or agents, or contained in any sales material or brochures, shall be deemed to bind the parties hereto with respect to the specific subject matter herein.
- 23. WAIVER:** The failure of the Company to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of its right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 24. SEVERABILITY:** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the Company and Client hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

- 25. CONTINUING OBLIGATIONS:** Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 8,9, 13,14,15,17,19, and 21of this Agreement will continue in full force and effect following such termination.
- 26. NOTICES:** Any notice required or otherwise given pursuant to this Agreement shall be in writing. Notices in writing shall be sufficient if hand delivered or mailed by first class mail, postage prepaid, or sent by email to the attention of the person listed below and to the party intended as the recipient thereof at the address below:
- (i) Notices to Company should be sent to:  
  
**CisCom Solutions, LLC**  
9462 Brownsboro Rd, #190  
Louisville, KY 40241  
DEly@ciscom.com
  - (ii) Notices to Client should be sent to:  
  
<<&DH\_SoldToCompany>>  
<<&DH\_&SoldToFullAddress>>  
<<&DH\_SoldToEMail>>
- 27. GOVERNING LAW AND VENUE AND MEDIATION:** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any litigation arising from the terms of this Agreement, or any Agreement between the Parties, or work performed or actions taken hereunder shall be brought in the courts of the Commonwealth of Kentucky. Prior to initiating litigation, the Parties shall make a good faith attempt to resolve any dispute through mediation utilizing the American Arbitration Association.
- 28. DIGITAL EXECUTION:** Execution of this Agreement will be evidenced as indicated in the accepted quote.