

## Technology Advantage Terms and Conditions

**1. General.** These terms and conditions set forth the obligations of the parties under the Corporate Technologies LLC Technology Advantage Agreement – Managed Desktop, Managed Network and Server Editions. Corporate Technologies LLC is referred to as Corporate Technologies.

**2. Service Provided.** Corporate Technologies is providing a maintenance contract that includes the following services for the Customer's contracted devices under this agreement. Corporate Technologies will 1) perform an Initial Technology Assessment, 2) perform Monitoring Services, and 3) provide routine Technical Assistance and Support to Customer.

**3. Initial Technology Assessment.** The Initial Technology Assessment will be performed according to Corporate Technologies standard procedures. This technology assessment will include 1) an inspection of Customer's desktop and server room environment, 2) a report detailing the equipment covered by this agreement and software installed on such equipment, 3) consultation on user activity and performance, and 4) an assessment and recommendations for the Customer's current network.

**4. Monitoring Services.** Corporate Technologies will provide system monitoring to Customer through a remote monitoring service. Remote monitoring will occur on a 24/7 basis. Corporate Technologies will use systems and software that it selects at its discretion to conduct the remote system monitoring. The Customer agrees that Corporate Technologies may install equipment on the Customer's network, and configure Customer's firewall and/or router if necessary, to permit the monitoring equipment to operate. Corporate Technologies will retain ownership of the monitoring equipment it installs at Customer's premises. The Customer may not move, tamper with or disconnect the electrical power to the monitoring equipment, and the Customer will advise its employees of this requirement. The Customer agrees that it will follow Corporate Technologies' recommendations to permit it to perform the monitoring services. The monitoring services provided are limited to the monitoring of approved and contracted components which are identified in the "Inventory of Devices to be Monitored." Customer acknowledges that Corporate Technologies ability to conduct monitoring services depends on the Customer having adequate connectivity to its network. Accordingly, the Customer understands and agrees that Corporate Technologies will not be responsible for connectivity problems at Customer's premises or those associated with Customer's service or network, and that Corporate Technologies will not be responsible for any inability to perform monitoring attributable to connectivity problems.

**5. Technical Assistance and Support.** Corporate Technologies will also provide technical assistance and support for the Customer's network, computers, peripherals and devices that are covered by this agreement. Technical assistance and support will be provided through a combination of Tier I help desk support, Tier II remote support, on site support, and repair center support (available at our Fargo, North Dakota and Grand Rapids, Michigan locations only). Network Support Labor is labor that Corporate Technologies provides to maintain, support or repair systems or hardware that Corporate Technologies is certified to perform. Network Support Labor includes: 1) On-site labor provided by Corporate Technologies at Customer's premises, 2) In-house labor provided at Corporate Technologies' repair center, and 3) Tier II remote support provided by Corporate Technologies. Corporate Technologies will determine the method of providing requested technical assistance and support. The following apply with regard to each method of providing technical assistance and support:

**a. Tier I Help Desk Support.** Corporate Technologies will provide Customer with a phone number for Tier I telephonic Help Desk support to assist in resolving problems for covered equipment. Tier I Help Desk support is available for all of the Customer's devices and is not limited to devices included in the sheet "Inventory of Devices to be Monitored." Customer agrees, however, that Tier I help desk calls for non-listed equipment will be charged against Customer's monthly allotment of hours. The help desk will be staffed by Corporate Technologies during normal business hours, which are 8:00 a.m. to 7:00 p.m. (Central Time), Monday through Friday, excluding holidays. 24 hour phone support is available for contracted network devices under the Premium Edition. Corporate Technologies reserves the right to restrict the amount of Tier I support it will provide via its help desk in the event it determines in its discretion that Customer is abusing help desk privileges with an abnormal number of calls to the help desk. Customer understands that this agreement does not obligate Corporate Technologies to provide training to Customer's staff on the use of software owned or licensed by Customer. If the Tier I Help Desk Support is unable to resolve the problem from the Help Desk, then Corporate Technologies at its own discretion may escalate the problem to its Tier II support or dispatch on-site Network Support Labor time to address the problem.

**b. Remote Support.** Customer will provide Corporate Technologies with access to its computer network to enable Corporate Technologies to provide technical assistance and support remotely through remote access to Customer's network and hardware. The Customer will designate a single primary contact, with telephone number and e mail address, to notify in the event of monitoring alerts.

**c. Onsite and Remote Tier II Support.** On-site and Remote Tier II Support are contemplated for routine maintenance and troubleshooting of the customer's network. If Corporate Technologies, at its own discretion, decides on-site network support is needed it will dispatch a technician to Customer's location. In the event that the Customer requires additional on-site labor for projects etc., the Customer is responsible for contacting Corporate Technologies to schedule on site support visits. The Customer will provide Corporate Technologies with reasonable access to its premises and hardware installations to enable Corporate Technologies to provide on site support. On-site and Tier II remote support are

available during normal business hours. On-site and Tier II support time will be first drawn from the Customer's monthly allotment. On-Site and Tier II support time provided outside of normal business hours or provided on an expedited schedule at the Customer's request will be charged against the Customer's monthly allotment at the rate of two times the actual number of hours expended. Travel time by Corporate Technologies technicians and support personnel to and from the Customer's premises is not provided for free under this agreement and is counted against the monthly block of Network Support Labor allotted to the Customer.

**d. Repair Center Support.** Corporate Technologies will also provide Network Support Labor services at its repair center located, in Fargo, North Dakota and Grand Rapids, Michigan. The repair centers addresses are listed on the Corporate Technologies website at [www.gocorptech.com](http://www.gocorptech.com). Customer will be responsible for bringing hardware to and retrieving hardware from the Corporate Technologies repair centers. Corporate Technologies can provide pick-up and drop service if the Customer requests, but additional standard charges will apply. Customer agrees to pay for these additional charges if it requests such pick-up or drop off services. Support and repair service time at the Corporate Technologies repair center will be counted against the monthly block Network Support labor time Customer is purchasing under this agreement.

**e. Network Support Labor.** On-site and Repair Center Support. Network Support Labor, whether provided on-site, through Tier II remote support or remote access, or at a Corporate Technologies repair center, is provided under all versions of the Managed Desktop, Managed Network and Server Editions of the Technology Advantage Agreement. The amount of Network Support Labor (whether provided on-site, through Tier II remote support or remote access, or at a repair center) that the Customer may utilize without extra charges for labor depends on the support level chosen by the Customer. The number of hours of Network Support Labor available to the Customer on a monthly basis without extra charge for the particular plan chosen by Customer is specified in the Technology Advantage Agreement order form. Network Support Labor time is allotted and calculated on a monthly basis.

Allotted Network Support Labor time that is not utilized by the Customer during one calendar month does not carry over to later calendar months and no refund will be made to Customer for unused allotted hours. Unused allotted hours cannot be redeemed for cash or used to discount hardware or software purchases. Customer agrees that any on-site, Tier II, or repair center Network Support Labor or Help Desk assistance for components not included in the sheet "Inventory of Devices to be Monitored" used by Customer in excess of the monthly allotment will be billed to Customer at Corporate Technologies' standard rates. Corporate Technologies may adjust its standard rates upward or downward over time in response to market conditions. Customer may contact Corporate Technologies to determine applicable standard rates or consult the company website at [www.gocorptech.com](http://www.gocorptech.com). Customer agrees to pay for such extra services and agrees that no additional prior written approval from the Customer will be necessary.

**6. Payment, Billing and Charges for Extra Services.** Customer agrees to pay Corporate Technologies the service charge set forth in the order form, plus any applicable taxes, in advance of any services performed. Monthly billing will be provided with payment required by the first day of the month for coverage during that period. An additional registration fee equal to one month of service on the covered equipment is required to activate this agreement and will be included with the first billing to the Customer. Additional Network Support Labor units added during the term of the contract will be billed according to the terms set forth above. Adjustments to the Network Support Labor units purchased must be received by the 15th of the month preceding the start of the next billing period to ensure proper billing.

All of Corporate Technologies obligations under the agreement shall automatically terminate, without the need for any notice by Corporate Technologies, in the event the Customer fails to make any advance payment required by this agreement or fails to make any other payment owed to Corporate Technologies. Such termination shall not relieve Customer of its obligations to pay under this agreement.

If the Customer orders from Corporate Technologies extra services not covered by this agreement, or orders hardware or software, then it agrees that it will pay Corporate Technologies for such services, hardware or software at Corporate Technologies standard rates. Such extra services, hardware or software will be billed to the Customer in accord with Corporate Technologies standard billing practices and payment terms. Purchase orders that may be submitted by Customer are for Customer's internal administrative purposes only and the terms and conditions contained in those purchase orders will not supersede the terms and conditions of this service agreement.

**7. Term of the Agreement.** Unless terminated earlier pursuant to subsections A) or B), this agreement will last for one year. It will be automatically renewed for additional one year periods, unless the Customer or Corporate Technologies provides written notice of its intent not to renew the agreement at least 45 days before the expiration of the scheduled term. A) **Corporate Technologies Early Termination Right.** Corporate Technologies shall also have the additional right to terminate this agreement at any time and for any reason by giving the Customer 30 days written notice of its decision to terminate the agreement. If Corporate Technologies gives such notice, the agreement will terminate on the date specified in the notice. If Customer has prepaid for service, it will be entitled to a refund of amounts actually paid for the prorated terminated portion of the contract term. B) **Customer Early Termination Right.** The Customer has the right to terminate this contract without further liability prior to the end of the contracted term in only two circumstances. First, the Customer may terminate this contract for any reason if, within 30 days of installation of the monitoring equipment, the Customer delivers a written notice advising Corporate Technologies that it is exercising its right to terminate this agreement without cause under this provision. To be effective, this early termination notice must be received by Corporate Technologies within the specified initial 30 day period and the notice must be delivered to Corporate Technologies, ATTN: Service Department, 16305 36<sup>th</sup> Ave. N., Suite 100, Plymouth, MN 55446. If the Customer cancels during this initial 30 day period, then Customer will be responsible the registration fee, and the standard first month contracted service charges, and any extra time and materials work provided at

the customer's request during this 30 day period, but the Customer will be under no obligation to continue with the service provided under this agreement. Second, if the Customer does not provide a notice of termination within the initial 30 days, then the Customer has the right to terminate this contract without further liability prior to the end of the initial term or any annual renewal term only in the event Corporate Technologies materially breaches this agreement and fails to cure the breach within 30 days of written notice from the Customer which i) describes the material breach and ii) demands that Corporate Technologies remedy the breach within 30 days. For an early termination notice from the Customer to be effective under this section, the written notice provided by the Customer must specifically advise Corporate Technologies that the Customer is giving an early termination notice and demanding a cure under Section 7(B) of the Technology Advantage Agreement.

**8. No Raiding.** Customer acknowledges that Corporate Technologies invests significant time and expense in technical training and vendor authorizations for its staff. Therefore, Customer agrees it will not solicit, directly or indirectly, the employment of a technical employee of Corporate Technologies for a permanent position during the term of the contract or the first 6 months after expiration of the contract. If Customer violates this provision and hires a technical employee of Corporate Technologies, then it agrees it will pay to Corporate Technologies a service charge equal to two times the annual salary of the technician hired, such fee being due upon the Customer's hiring of the employee.

**9. Items Not Covered by this Agreement.** This agreement does not provide any remote monitoring or proactive service for any device not included on the "Inventory of Devices to be Monitored" sheet. Corporate Technologies does not warrant or guarantee that Customer's network will be problem free and Customer acknowledges that Corporate Technologies is not responsible for problems with Customer's network. Corporate Technologies will use its best efforts to provide commercially reasonable service to the Customer, but the Customer is not purchasing a minimum service level and Corporate Technologies does not commit to provide any guaranteed minimum service levels under this agreement. This agreement does not insure against failure of the Customer's network, hardware or software. Corporate Technologies does not provide disaster recovery solutions under this agreement and does not guarantee that Customer's data integrity will be preserved or protected from failure. Customer is responsible for confirming that data backed up is accurate, testing restores to confirm data is recoverable, management of tape swaps and for otherwise insuring that its data and application backup and retrieval procedures and systems are adequate for the Customer's business needs. This agreement does not include the cost of hardware or software that Corporate Technologies may recommend to Customer to maintain or upgrade the Customer's technology system. If the Customer chooses to purchase replacement hardware or software, or additional hardware or software, Corporate Technologies will install the hardware or software of the Customer at Corporate Technologies' then current standard rates. If persons other than Corporate Technologies move, perform work on, add to, or repair the equipment or if the Customer requests service outside the scope of the contract, Corporate Technologies shall at its sole option, be entitled to either void this contract or correct problems at its then chargeable rate.

Corporate Technologies will not be obligated to provide technical assistance or support if Customer moves the equipment described herein outside of the normal areas in which Corporate Technologies does business. Support does not include software application training support.

**10. Warranty Limitations.** CORPORATE TECHNOLOGIES IS NEITHER AN INSURANCE COMPANY, HARDWARE MANUFACTURER, GUARANTEED SERVICE LEVEL PROVIDER NOR A SOFTWARE DEVELOPER, BUT A RESELLER, INTEGRATOR AND CONTRACT TECHNOLOGY MANAGEMENT SERVICE PROVIDER. ACCORDINGLY, CORPORATE TECHNOLOGIES DOES NOT GUARANTY ANY PARTICULAR SERVICE LEVEL AND DOES NOT PROVIDE ITS OWN WARRANTIES FOR HARDWARE OR THIRD PARTY SOFTWARE UNDER THIS TECHNOLOGY ADVANTAGE AGREEMENT, BUT MERELY DELIVERS TO ITS CUSTOMERS THE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OR SUPPLIER OF THE HARDWARE OR THIRD PARTY SOFTWARE CORPORATE TECHNOLOGIES RESELLS OR SUB-LICENSES, TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10(a) OF THIS AGREEMENT, CORPORATE TECHNOLOGIES DOES NOT OFFER, AND SPECIFICALLY DISCLAIMS, ANY WARRANTY OF ITS OWN, EXPRESS OR IMPLIED. CORPORATE TECHNOLOGIES DOES NOT WARRANT THAT CUSTOMER'S NETWORK, HARDWARE OR SOFTWARE WILL BE PROTECTED FROM FAILURE AND DOES NOT WARRANT THAT THAT CUSTOMER'S DATA OR DATA INTEGRITY WILL BE PRESERVED OR PROTECTED FROM FAILURE.

a. **Services Warranty.** Corporate Technologies warrants that the services it performs under this agreement will be performed in a manner consistent with Corporate Technologies' customary practices and procedures. Should a failure to comply with this warranty appear within thirty (30) days after the date of completion of such services, Corporate Technologies shall, if promptly notified in writing, at its option, either provide the Services anew or refund to the Customer the price charged for such non-conforming Services. Such reperformance or refund shall be Customer's exclusive remedy and shall constitute fulfillment of all liabilities of Corporate Technologies with respect to any nonconformity of or defect or deficiency in Services furnished to Customer.

b. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR THAT SOFTWARE OR EQUIPMENT IS FREE OF THE RIGHTFUL CLAIM OF ANY THIRD PERSON BY WAY OF INFRINGEMENT OR THE LIKE ARE HEREBY DISCLAIMED.

**11. LIMITATION OF REMEDIES AND LIABILITY.**

a. **Exclusive Remedies.** Corporate Technologies liability on any claim, whether in contract, negligence, tort, strict liability or otherwise, arising in whole or in part out of Services performed, or equipment provided, under this agreement or otherwise, shall in no case exceed the lesser of the fees paid to Corporate Technologies under this agreement or the fees paid to Corporate Technologies for the portion of services or equipment which give rise to the claim. All causes of action against Corporate Technologies arising out of or relating to this Agreement or the performance or breach of this Agreement shall expire unless brought within one (1) year after the first date of performance or breach which in whole or in part gives rise to the claim. These remedies are exclusive and in lieu of all other remedies available at law or in equity for any act performed in connection with this Agreement, or for any breach of this Agreement, whether brought under a theory of tort liability, contract liability, or any other theory.

b. **Limitation of Liability** Corporate Technologies liability with respect to the quality and conformity of equipment or services supplied to Customer shall be limited to the provision of the warranties set forth or described in Section 10 above. **IN NO EVENT SHALL CORPORATE TECHNOLOGIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHER THEORIES OF LAW.** Without limiting the generality of the foregoing, Corporate Technologies shall have no responsibility to compensate Customer for delays in or loss of use of equipment, loss, impairment or miscalculation of data, loss of revenue or increased costs, loss of facilities, loss or delays in services, or claims of Customer's clients, or other third parties to whom it provides goods or services, loss of profits or revenue, cost of substitute goods, facilities or services, downtime costs, delays or otherwise.

**12. INDEMNIFICATION.** a. **Indemnification of Corporate Technologies.** By accepting this Agreement, Customer hereby releases and agrees to indemnify, defend, and hold Corporate Technologies harmless from and against any and all claims, obligations, losses, liabilities, and expenses of any and every kind whatsoever (including without limitation attorneys' fees and other costs of defending any action) which Corporate Technologies may incur as a result of any claim by Customer or third persons either:

- i. For which Corporate Technologies has no liability for under Section 11; or
- ii. That are caused by accidents, misuses, misapplication, neglect of the Customer or any of its agents or employees or as a result of service provided by any person other than a Corporate Technologies representative; placement or operation of the equipment in an area that does not comply with the manufacturer's published space or environmental requirements; or improper storage use and movement of the equipment.

**13. Choice of law and Dispute Resolution.** This agreement shall be governed by the laws of the state of Minnesota, and any dispute hereunder shall be resolved by the substantive law of Minnesota. Any disputes arising under this agreement or any other services provided by Corporate Technologies that are decided in a court of law shall be decided in the state courts in Hennepin County, Minnesota. Prior to either party commencing any formal legal proceeding, officers for each party shall meet in person in an attempt to resolve in good faith the dispute. If the parties are unable to resolve the dispute through such a meeting, then either party may request mediation under the Minnesota Civil Mediation Act. Corporate Technologies may, at its option, also demand and require arbitration of any dispute arising under or in anyway related to this agreement or any services provided by Corporate Technologies. Such arbitration, if elected by Corporate Technologies, shall be conducted under the rules of the American Arbitration Association, and a final judgment thereon may be entered by any court having jurisdiction. The arbitration shall be conducted by an arbitrator(s) who has industry experience in the provision of technology management services. Neither a court nor any arbitrator appointed to resolve the dispute shall have jurisdiction to award punitive or exemplary damages, or any other damages that are excluded by this agreement. No claim by the Customer in any forum may be joined with the claim of any other customer and no claims may be pursued by Customer in any forum as a class representative or as a member of any putative class. Customer hereby waives any right to join any potential claim with the claim of any other party and waives its right to participate in any class action.

**14. Confidentiality.** Corporate Technologies acknowledges that the Customer's computers may contain confidential and proprietary business information to which Corporate Technologies may incidentally have access in providing services under this agreement. Corporate Technologies agrees that it will not knowingly disclose any such confidential and proprietary information to third parties for any purpose unrelated to providing services under this agreement.

**15. Assignment.** Corporate Technologies may assign this contract at any time without prior notice to or the consent of the Customer. Customer may not assign this agreement without the prior written approval of Corporate Technologies.

**16. Merger Clause.** This is the final agreement of the parties with respect to services provided by Corporate Technologies under this agreement, and any prior representations, negotiations or agreements with respect to this agreement are merged into this agreement. No employee, agent or representative of Corporate Technologies is authorized to make any representations or promises regarding the scope of this agreement that are not contained in this agreement, and any prior verbal or written representations or promises are superseded by these written terms and conditions, which are numbered 1 through 16.