

TECHNOLOGY ADVANTAGE® AND RELATED SERVICE OFFERING PROGRAM TERMS AND CONDITIONS AND STANDARD TERMS AND CONDITIONS

- 1) **General and Incorporation of Standard Terms and Conditions.** These Technology Advantage® and Related Service Offering Program Terms and Conditions along with Corporate Technologies Standard Terms and Conditions below set forth the entire obligations of the parties under the Technology Advantage, Secure Advantage, Technology Advantage Plus, Protect Backup and the Help Desk Connect programs. The terms of these programs are described below. A copy of these Program Terms and the Standard Terms and Conditions shall be provided upon request and are posted online at: www.gocorpotech.com/resources/tc/
- 2) **Technology Advantage® Program**
 - a) **Service Provided.** Corporate Technologies provides a one-year, two-year or three-year maintenance contract that includes the following services for Customer's contracted servers and desktop computers 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 during the contract term, on a remote or on-site basis, depending upon the issue.
 - b) **Initial Technology Assessment.** The Initial Technology Assessment will be performed according to Corporate Technologies' standard procedures. This program does not cover the monitoring of or proactive service coverage of devices Customer does not include in the "Inventory of Devices to be Monitored" sheet to be monitored under the program.
 - c) **Monitoring Services.** Corporate Technologies will monitor Customer's network and Inventory of Devices through a monitoring service. Monitoring will occur on a 24/7 basis for servers. Corporate Technologies will use systems, software, and personnel that it selects at its discretion to conduct the network system monitoring. Corporate Technologies will retain ownership of any monitoring equipment or software it uses. Customer may not tamper with or disconnect the connection of that remote monitoring equipment or software used by Corporate Technologies to monitor Customer's network. Such tampering with the monitoring connection or software is a material breach by Customer of this Agreement. Customer agrees that it will follow Corporate Technologies' recommendations to permit Corporate Technologies to perform its remote monitoring services. The monitoring services provided are limited to the monitoring of approved and contracted servers and desktop computers, which are identified in the "Inventory of Devices to be Monitored". Customer acknowledges that Corporate Technologies' ability to conduct monitoring services depends on Customer having adequate connectivity to its network through the Internet. Accordingly, Customer agrees that Corporate Technologies will not be responsible for connectivity problems at Customer's premises or those associated with Customer's service or Internet connectivity. Corporate Technologies will not be responsible for any inability to perform monitoring attributable to connectivity problems relating to Customer's network failure or failures or disruption caused by Customer's internet service provider. Customer will designate a single primary contact, with telephone number and email address, to notify Customer in the event of monitoring alerts requiring network changes, upgrades or repairs.
 - d) **Technical Assistance and Support.** Corporate Technologies will also provide technical assistance and support for Customer's network, computers, peripherals, and devices that are covered by this Agreement. Technical assistance and support will be provided through a combination of Helpdesk Tier I Support, Onsite and Specialist Tier II Support and Senior Technical Architect Tier III Labor services. The following applies to each method of providing assistance and support:
 - i) **Help Desk Tier I Support.** Corporate Technologies will provide Customer with a phone number for Tier I telephonic Help Desk support to assist in resolving routine problems for covered servers or desktop computers. The Help Desk services are available to Customers on a 24/7 basis seven days a week, except for holidays. To provide remote support, Customer will provide Corporate Technologies with remote software connection to access its computer network. 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. Tier I Help Desk support is available for all of Customer's devices and is not limited to devices included in the sheet "Inventory of Devices to be Monitored". Customer agrees, however, that Help Desk Tier I calls for non-listed equipment will be charged against Customer's monthly allotment of free hours. Customer agrees that any Help Desk Tier I 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.
 - ii) **Onsite and Remote Tier II Support.** Corporate Technologies will, in its own discretion, provide onsite support if the Help Desk Tier I Support is unable to resolve the problem from the Help Desk. This involves sending a technician to Customer's physical location. Customer agrees to provide reasonable access to its premises for any onsite support to take place. In some occurrences, the issue may be able to be solved remotely and the technical staff will do so. After-hours or on weekends, Onsite and Remote Tier II Support will be billed at the rate of two times the hours worked. Onsite and Remote Tier II Support will be first billed against free allotted hours, and when those hours are exhausted, shall be billed as additional labor hours to Customer at Corporate Technologies standard hourly rate.

- iii) **Senior Technical Architect Tier III Labor.** Corporate Technologies, at its own discretion, may determine that a task or Customer issue requires a higher-level expertise. Such tasks will be handed to the Senior Technical Architects. These include tasks relating to network design/engineering, server projects/installations, firewall deployment, SAN deployment and design, email migration, disaster recovery, software engineering and network/server security audits. This support will be performed in a combination of remote and onsite labor. All Senior Technical Architect work will not be billed against free allotted hours and instead be billed entirely to the customer at Corporate Technologies' hourly rate. After-hours and weekend Senior Technical Architect support will be billed at the rate of two times the hours worked.
- iv) **Free Allotted Hours.** For Technology Advantage®, the Customer will receive 30 minutes of free allotted hours per month for every device listed on the signed contract - excluding managed network. Onsite and Tier II Specialist Support will be billed against these hours, and when those hours are exhausted, shall be billed as additional labor hours to the Customer at Corporate Technologies standard hourly rate. Customer agrees that any Help Desk Tier I assistance for components not included in the sheet "Inventory of Devices to be Monitored" used by Customer in excess of the monthly free allotted hours will be billed to Customer at Corporate Technologies' standard rate.
- v) **No Carry Over.** Allotted time that is not utilized by 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, or for any other purpose.
- vi) **Travel Time.** Travel time will be billed as one hour per visit at Corporate Technologies' standard rate.

3) **Secure Advantage**

- a) Secure Advantage is a service designed to enhance a customer's network. It may be purchased independently or in combination with other services. The security features contained in this product are provided by a third party. Corporate Technologies does not represent or warrant that the products will perform to the specifications of the manufacturer. Corporate Technologies' limitations of liabilities and other responsibilities are governed by the terms of this document including sections 16 through 19.
- b) The customer may not tamper with or disconnect the connection of any remote monitoring equipment or software used by Corporate Technologies to monitor the Customer's Network. Such tampering with the monitoring connection or software is a material breach by the Customer of this Agreement and may cause insecurity in the Customer's Network that will be the legal responsibility of the Customer. Customer agrees that it will follow Corporate Technologies' recommendations regarding security enhancements necessary to secure its Network. In particular, Customer will work with Corporate Technologies to remove (on a time and materials basis fee to Corporate Technologies) Devices that are not in use still connected to the customer's Network, as they will be a security risk if left connected.

4) **Technology Advantage Plus Program (Optional Additional Onsite Support)**

- a) Onsite "Tier I" support by Corporate Technologies technical IT employees on Customer's premises provided by a fixed, contracted number of hours per month is called Technology Advantage Plus ("TAP") and may be purchased separately from the Help Desk Connect, Technology Advantage or Secure Advantage product at rates to be agreed upon.

5) **Protect Backup Program (purchased as a distinct service)**

- a) **Monitoring, Management & Restore Services.** Corporate Technologies will maintain the computer hardware and software used at its offsite data backup center to backup Customer data that has been agreed upon between the Customer and Corporate Technologies.
 - i) **Daily Management.** Corporate Technologies will perform a regular review of the backup job status for reported failures and make reasonable efforts to rectify the cause of the backup failure.
 - ii) **Unlimited Restore of Files.** Customer may request unlimited restores of files in the event of a data loss. Corporate Technologies' engineers will make commercially reasonable efforts to restore data of servers or replacement equipment purchased by Customer from Corporate Technologies.
 - iii) **Customer Responsibilities.** Customer must maintain the integrity of its computer network and backup devices or hardware it owns so backup services may function at all times. This backup service offering cannot successfully backup open files. The open files that fail to backup are reported to Corporate Technologies to be reviewed for possible modification of backup sets. For confidentiality and security reasons, data transmitted is never opened or read by any of the Corporate Technologies backup processes. It therefore remains Customer's responsibility to ensure that data integrity, including virus checking, is maintained. Corporate Technologies is not legally responsible for data loss caused by equipment or network failures of the Customer's equipment or network or intrusion from a hacking or illegal third-party source.

Customer agrees that Corporate Technologies can adjust the billing monthly based on the size of the backup. If the backup grows or shrinks to a different tier, Corporate Technologies will bill at the appropriate tier.

6) **Help Desk Connect (may be purchased as a standalone service from Technology Advantage)**

- a) The product features Help Desk Tier I Support service described in 2.d.i. above for the number of devices listed on the contract. There are no free allotted hours included with this product. The Customer is purchasing separate Help Desk services on a standalone basis under this program.
- b) Payment, Billing and Charges for the Help Desk Connect services are described in Section 7 below.

7) Payment, Billing and Charges for Program Services. Customer agrees to pay Corporate Technologies the service fees set forth in the order form, plus any applicable taxes, in advance of any services performed for each of the programs it subscribes to that are described herein. There will be a credit card surcharge if a credit card is used for payment. Monthly billing will be provided with payment required by the first day of the month for coverage during that period. An additional installation fee equal to one month of service billing on the covered equipment is required to activate this agreement and will be included with the first billing to Customer for certain programs as disclosed below. The minimum installation fee for Technology Advantage, Secure Advantage and Helpdesk Connect is two hundred fifty dollars. For the Technology Advantage Program, 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. Technology Advantage, Secure Advantage and Help Desk Connect units may only be removed from service at the time of an annual renewal of the contract within the notification of renewal or nonrenewal period available to the Customer as set forth in the Terms of the Program in Section 8 below. Customer may add new servers and desktop computers to the Technology Program at any time. New units added before the fifteenth of any month will be billed commencing on the first of the next month. Units added must be maintained on the program until the next one-year, two-year or three-year (depending on the original agreement term) renewal period occurs. Corporate Technologies Standard Terms and Conditions, which are incorporated by reference into all Corporate Technologies program offerings, have the provisions governing price increases by Corporate Technologies for Technology Advantage services or for other program services under this agreement. Product or software orders are subject to the product or software prices of Corporate Technologies at the time of order of such hardware or software.

All of Corporate Technologies' obligations under any service program shall automatically be suspended, without the need for any notice by Corporate Technologies; in the event Customer fails to make any advance payment required for any invoices under any service offerings by Corporate Technologies or fails to make any other payment owed to Corporate Technologies more than ten (10) days from its due date. Such suspension of program services at the discretion of Corporate Technologies shall not relieve Customer of its obligations to pay under this agreement or as to the term of this agreement for each program described herein. If Corporate Technologies elects to terminate one or all programs with Customer, it shall do so with thirty (30) days advance written notice of such termination. Customer is still liable for all damages for breach of any program terms and all remaining term charges on any program under this agreement.

If Customer orders extra services not covered by this agreement from Corporate Technologies, 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 at order date. Such extra services, hardware or software will be billed to 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 program agreement or the Corporate Technologies Standard Terms and Conditions. In case of conflict between a Customer Purchase Order and a Program Agreement or the Corporate Technologies Standard Terms and Conditions, the language of the Corporate Technologies agreements shall be applied.

- 8) Term of all Program Agreements.** Unless terminated earlier pursuant to subsection (a) below, each program purchased by Customer under this agreement will have a term of one year, two years, three years, or three and a half years (depending on the choice made on the order form) from the first of the month following the Effective Date of the Technology Advantage or other service programs purchased by Customer from Corporate Technologies. Effective Date is the date on which service installation occurs or services begin to be provided – whichever comes first. All program agreements will be automatically renewed for an additional one-year, two-year, three-year or three-and-a-half-year term (depending upon the initial term selected by the Customer for the first term), unless a party provides written notice of cancellation for all or some of the program agreements to the other party at least forty-five (45) calendar days before the Automatic Renewal Date for the applicable program's next term. The Automatic Renewal Date termination notice must be given forty-five (45) calendar days before the last day of the current contract term of a particular program agreement to be effectively cancelled by a party. For example, if a Program's Effective Date was January 1, 2019, the Automatic Renewal Date is December 31, 2019 for a one-year term agreement and December 31, 2020 for a two-year term agreement and December 31, 2021 for a three-year term agreement. A party must give a written termination notice to the other party at least forty-five (45) calendar days prior to December 31, 2019 for a one-year agreement or December 31, 2020 for a two-year agreement or December 31, 2021 for a three-year agreement in this example. A written notice of termination must be given by a party within this forty-five (45) calendar day window for it to be effective. Otherwise, a new term of the agreement continues for the applicable one-year, two-year or three-year additional term for that program. If notice is not properly given, Corporate Technologies must continue to provide its services and Customer is responsible for all Program costs for the next successive term of the program.
- a) **Corporate Technologies' Early Termination Right.** Corporate Technologies shall have the right to terminate this program agreement by giving Customer thirty (30) day's written notice of its decision to terminate the agreement with the reason for

the termination. If Corporate Technologies gives such notice, the agreement will terminate on the date specified in the notice. If Customer has prepaid for services, 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.** Customer has the right to terminate the Technology Advantage or a related program without further liability prior to the end of the contracted term in only one circumstance. Customer may terminate a Technology Advantage service program for any reason if, within thirty (30) days of the Effective Date (date on which service installation occurs or services begin to be provided – whichever comes first), 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, Corporate Technologies must receive this early termination notice within the specified initial thirty (30) day period from the Effective Date of the Technology Advantage program agreement and the notice must be delivered to Corporate Technologies, ATTN: Service Department, 6210 Bury Drive, Eden Prairie, MN 55346. Customer must also pay the fees below within fifteen (15) days of the written cancellation notice or the termination will not be effective. If Customer cancels during this initial thirty (30) day period of the Technology Advantage program, then Customer will be responsible for the installation fee, the standard first month and any other contracted service charges, off-boarding fee, and any extra time and materials work provided at Customer's request or equipment ordered and shipped to Customer during this thirty (30) day period.
- 9) Standard Terms and Conditions.** The following standard terms and conditions set forth the rights and obligations of the parties under Corporate Technologies' program agreements and are meant to be read with the program agreements for the various Corporate Technologies services offerings to its Customers. These terms and conditions are incorporated by reference into every Corporate Technologies Program offering and are part of your contract. Corporate Technologies LLC maintains the right to adjust prices as a result of inflation, and update and change these terms and conditions.
- 10) Payment, Billing and Charges under Program Agreements.** Customer agrees to pay Corporate Technologies the service charges set forth in the program agreement order, and any applicable taxes, in advance of any services performed or as otherwise provided in the specific program terms. Monthly billing is provided with payment required by the first day of the month for coverage during that period or according to the program billing terms described in the particular program agreement. Corporate Technologies reserves the right to provide services based upon an hourly rate which maybe rounded. An additional installation fee required as part of a particular service program must be paid to activate that particular program. Such installation fee will be included with the first billing to Customer for a particular program offering, if applicable to that program.
- 11) Applicable Taxes.** The fees set forth in any program agreement do not include any amounts for taxes (such as but not limited to sales and use taxes) under applicable federal, state or local laws. Customer shall pay all applicable taxes levied by any tax authority on services, product or software sales to Customer by Corporate Technologies based upon these terms and/or any other product offering, program agreement or for any separate services performed by Corporate Technologies. The taxes shall be collected as part of the invoice for payment to Customer sent by Corporate Technologies each month.
- 12) Changes.** Corporate Technologies may adjust its standard prices for each of its program offerings as limited by this Section 12. Corporate Technologies will provide thirty (30) days advance written notice of any service program price increase. Such increase in price may be implemented on the date that is within the last one hundred and eighty (180) days of the anniversary date of the initial or renewal contract term of Customer for a particular program.
- 13) Authority to Contract.** Each party to any program agreement or other agreement between Corporate Technologies and Customer represents and warrants to the other party that it has full power and authority to enter into and perform that program agreement. Each party represents and warrants to the other party that the program agreement by the parties: (a) constitutes the legal, valid and binding obligations of such party; (b) is fully enforceable against such party in accordance with the terms hereof except as limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors rights generally or by general principles of equity (whether considered in a proceeding at law or in equity); and (c) will not violate any judgment or agreement binding on or affecting such party. Each party further represents that the execution, delivery and performance of any such future amendment or agreement entered into between Corporate Technologies and Customer shall be duly authorized by all necessary actions of that party (whether a corporation, partnership, limited liability company or other entity).
- 14) Suspension of Obligations of Corporate Technologies.** All of Corporate Technologies' obligations to perform services under any program agreement may be suspended in the sole discretion of Corporate Technologies, without the need for any notice by Corporate Technologies, in the event Customer fails to make any service program payments required or fails to complete any other material program obligations it owes to Corporate Technologies. Such suspension of services by Corporate Technologies shall not relieve Customer of its obligations to pay under any program agreement.
- 15) No Raiding.** Customer acknowledges that Corporate Technologies invests significant time and expense in technical training and vendor certifications for its staff. Therefore, Customer agrees it will not solicit, directly or indirectly, the employment of a technical or service employee of Corporate Technologies for a permanent position (as either an employee or consultant) during the term of any program agreement and during the first 6 months after termination of all business agreements the Customer has

with Corporate Technologies. If Customer violates this provision and contracts with a technical employee (as an employee or as a consultant) of Corporate Technologies, then Customer agrees it will pay to Corporate Technologies a service charge equal to \$50,000, such fee being due upon Customer's hiring of the employee in violation of this provision.

16) 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 Customer, but 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 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, managing of tape swaps, and for otherwise ensuring that its data, application backup, retrieval procedures and systems are adequate for 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 that are necessary to upgrade Customer's technology system. If Customer chooses to purchase replacement hardware or software, or additional hardware or software, Corporate Technologies will install the hardware or software of Customer at Corporate Technologies' then current standard rates. If persons other than Corporate Technologies move, perform, work on, add to, or repair the equipment subject to this contract or if 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. Support also does not constitute providing a service contract level of support for application software used by the Customer. Other than routine troubleshooting, Customer must buy a third party or a software licensors support contract to support third party application software it has licensed.

17) 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 GUARANTEE 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 11(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 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.**

18) 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 or software provided, under this agreement or otherwise, shall in no case exceed the lesser of the fees paid to Corporate Technologies under this agreement over a six (6) month period or the fees paid to Corporate Technologies for the portion of services, software 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 the work performance 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 17 above. **IN NO EVENT SHALL CORPORATE TECHNOLOGIES BE LIABLE FOR LOST PROFITS, 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.

19) 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 17; or
 - ii) That are caused by accidents, misuses, misapplication, neglect of the Customer or any of its officers, directors, governors, managers, 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.

- 20) Choice of Law, Attorney's Fees and Dispute Resolution.** These terms and conditions and all Corporate Technologies' program agreements between Customer and Corporate Technologies shall be governed by Minnesota law. The substantive law of Minnesota without regard to its choice of law statutes or case law hereunder shall resolve any dispute. Hennepin County District Court in Minnesota shall be the exclusive venue for resolution of any disputes arising under these terms and conditions or any other program agreements or product or software orders governing Corporate Technologies and its Customer that are decided in a court of law. No party shall commence any formal legal proceeding without officers for each party first meeting in person or by telephone or other electronic communications in an attempt to resolve any dispute in good faith. If the parties are unable to resolve the dispute through such process, then either party may request mediation under the Minnesota Civil Mediation Act. Corporate Technologies may, at its option, also demand and require binding arbitration of any dispute arising under or in any way related to the Standard Corporate Technologies Terms and Conditions or any services provided under a program agreement or product or software order between Corporate Technologies and a Customer. The American Arbitration Association shall conduct such arbitration under its commercial dispute resolution rules. A final judgment thereon may be entered by any court having jurisdiction. The arbitration shall be conducted by an arbitrator selected by mutual agreement of the parties who has industry experience in the provision of technology 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 these terms and conditions or any applicable program agreement. Customer may not join its claims against Corporate Technologies in any forum 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. Corporate Technologies shall be entitled to attorney's fees and costs incurred to collect all amounts due to it under its Standard Terms and Conditions or any Program Agreement Terms and Conditions owed to it by a Customer.

- 21) Confidentiality.** Corporate Technologies acknowledges that Customer's servers, computers and related network data may contain confidential and proprietary business information to which Corporate Technologies may incidentally have access in providing services under any of its program agreements with a Customer. 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 its applicable program agreements.

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

- 23) 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 Program Terms and Conditions and Standard Terms and Conditions, which are numbered 1 through 27.

- 24) Extended Service Agreement.** The Extended Service Agreement consists of Help Desk Connect as described in Section 6, Protect Backup Program as defined in Section 5. Block Hours may be purchased as part of this agreement.
- 25) Severability.** If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.
- 26) Executable by Facsimile or Electronic Signatures.** Any signature of this Agreement or any SOW through facsimile or electronic signature shall constitute execution of the Agreement or SOW by such party.
- 27) Electronic Communications.** The parties may communicate with each by electronic means and agree to the following for all electronic communications: (a) the electronic document shall be considered to be a "writing" or "in writing" for purposes of this Agreement and (b) an electronic document shall be deemed for all purposes (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

(9/1/2022)