

**General Terms & Conditions**

All products and services provided by Core Vision IT Solutions, LLC ("Company") for our Clients as identified on specific product and services orders or invoices ("Client") are provided under the general terms and conditions outlined in this Master Services Agreement, unless other unique written agreements have been executed and signed by both parties in advance. The Client indicates their acceptance of these terms through execution of product or services orders and/or payment of invoices for products and services provided by the Company. Based on the mutual terms and benefits which are full and adequate consideration, the parties agree as follows:

- 1) **STATEMENT OF PURPOSE:** This Agreement together with any Statements of Work, Scope of Services, Service Orders or Services Addenda (together, "Statements of Work" or "SOWs") executed by the parties describing services to be performed (the "Services") define the terms and conditions under which the Services shall be provided. Each Statement of Work is subject to the terms and conditions contained in this Agreement. Each Statement of Work shall provide a description of Services to be provided, fees due, and other terms governing that Statement of Work. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control.
  - a) **VOLUNTARY TERMINATION.** Either party may terminate this Agreement at any time by thirty (30) days prior written notice to the nonterminating party, provided, however, that any termination of this Agreement by Client pursuant to this section 2(a) shall not terminate any outstanding SOWs, all of which shall remain in effect until completed in accordance with their terms;
  - b) **TERMINATION UPON BREACH.** Either party shall be entitled to terminate this Agreement prior to the expiration date upon a material breach hereof by the other party, so long as the terminating party has given written notice of the breach to the other party, which notice shall describe the breach with specificity, and the other party has not cured such breach within fifteen (15) days after receipt of such notice;
  - c) **BANKRUPTCY, INSOLVENCY, ETC.** Either party shall be entitled to terminate this Agreement by thirty (30) days written notice in the event the other party becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay its debts as they mature, becomes subject to a trustee or a receiver, files for voluntary bankruptcy proceedings, or is the subject of an involuntary bankruptcy action which is not stayed within sixty (60) days after filing; or
  - d) **TERMINATION OF SPECIFIC SERVICES.** The Company shall be entitled to terminate the provision of any Service hereunder which the Company obtains in whole or in part from a third-party provider, in the event such third-party provider no longer provides such Service to the Company. The Company shall make commercially reasonable efforts to provide Client with as much advance notice as possible of any such termination of a Service. The termination of any such Service shall not be deemed a breach of this Agreement, and this Agreement shall survive any such Service termination and shall remain in effect with respect to all other Services. In the event of any such termination, Client shall pay for such Service through the date of termination.

Upon the termination or expiration of this Agreement, the parties shall have no further obligations hereunder except with respect to any SOW which services such termination.
- 2) **TERM:** The term (the "Term") of this Agreement shall begin on the Effective Date and shall continue until terminated. For purposes of this Agreement, the "Effective Date" shall be the date products or services were initially ordered or provided, or the invoice date, whichever is earlier. This Agreement may only be terminated pursuant to sections 2(a), (b), (c) or (d) below.
  - a) **STATEMENT OF PURPOSE:** This Agreement together with any Statements of Work, Scope of Services, Service Orders or Services Addenda (together, "Statements of Work" or "SOWs") executed by the parties describing services to be performed (the "Services") define the terms and conditions under which the Services shall be provided. Each Statement of Work is subject to the terms and conditions contained in this Agreement. Each Statement of Work shall provide a description of Services to be provided, fees due, and other terms governing that Statement of Work. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control.
  - 4) **PAYMENT.** Except as otherwise set forth in a separate Statement of Work, payment terms are net 20 days from date of invoice. For CVITS SafeWatch and CoreCare services, payment of the service fee shall be made monthly in advance for each month during the Term, beginning with the first month's payment of the service fee due upon signing this Agreement, and continuing on the first day of each month thereafter. Whenever any payment by Client is past due, Client shall pay to Company, as an additional fee, interest on the unpaid invoice amount until and including the date payment is received, at the lower of either a rate of 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.** Client's agreement to pay service fees hereunder shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, or counterclaim for any reason whatsoever.
  - 5) **AUTHORIZED CONTACT PERSON.** The Client has designated one or more Authorized Contact person(s) in their authorization for purchasing products or services. Likewise, Client may have designated one or more Authorized Contact Person(s) with respect to individual SOWs. The Authorized Contact person(s) shall be the points of contact for and shall provide all work direction to Company.
  - 6) **ACCESS TO PREMISES.** With respect to Services to be performed on property owned or leased by Client, Client represents that it has the authority to allow and does grant Company the right of reasonable ingress and egress over Client's real property and further grants Company limited access to provide those Services described in any SOW issued hereunder within the premises described therein. With respect to Services to be performed for Client on property not owned by Client, it shall be Client's responsibility to secure, at its own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or premises pursuant to this Agreement essential for completion of the Services.
  - 7) **WARRANTIES; LIMITATIONS OF LIABILITY:**
    - a) If Company provides Client with third party products under this Agreement or any Statement of Work, including without limitation software, hardware, or other equipment, Company will use reasonable efforts to assign any warranty on such third-party products to Client, but will have no liability whatsoever for such third-party products. All third-party products provided under this Agreement or any Statement of Work are provided "as is," **WITHOUT ANY WARRANTY WHATSOEVER** from Company to Client. Company shall not be held liable as an insurer. Company assumes no liability for failure of equipment or software or any losses resulting from such failure.
    - b) Company warrants to Client that all Services furnished hereunder shall: (i) include only products and materials furnished or purchased by Consultant or its suppliers which are new, unused, and
- 3) **SERVICE RATES.** Unless otherwise specified in an SOW, the following hourly rates will apply for services performed on behalf of Client, billable in quarter hour increments:
 

Senior Network Engineer	\$ 165.00
Network Engineer	\$ 155.00
Managed Service Engineer	\$ 130.00

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- undamaged, unless otherwise expressly authorized by Client in writing; (ii) be in full conformance with all the requirements of this Agreement and the applicable SOW; (iii) be in compliance with all applicable U.S. federal, state or local laws; and (iv) shall be performed in a professional and workmanlike manner.
- c) Client's sole and exclusive remedy with respect to the warranties provided under Section 7 (b) above will be at the mutual option of Client and Company, to either (i) promptly and at Company's sole expense, repair or replace the portion of the Service that is noncompliant, (ii) reperform any defective or nonconforming part of the Service, or (iii) in the event Company is unable to reperform the Service as provided in subsection (ii) Company shall then refund amounts paid by Client related to the portion of the Service not in substantial compliance; provided, in each case, Client notifies Company in writing within thirty (30) days after Company's performance of the applicable Service. This warranty is voided if the Service is altered by anyone other than Company or its affiliates or any of its or their personnel, or if the environment in which the Service operates or is used (including the physical, network and systems environments) is altered and such environmental alterations directly or indirectly contribute to the warranty claim.
- d) Each party represents and warrants to the other that it has full power and authority to enter into and perform its obligations under this Agreement and any SOW entered into pursuant hereto, and the person signing this Agreement or such SOW on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement or SOW.
- e) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED 'AS-IS' AND COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO CLIENT OR ANY OTHER PARTY WITH RESPECT TO THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH CLIENT'S ENJOYMENT OF THE SERVICES. COMPANY DOES NOT REPRESENT THAT ITS SERVICES TO CLIENT ARE WITHOUT DEFECT OR ERROR.
- f) IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR SIMILAR TYPES OF DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, LOST SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER OR THEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY TO CLIENT FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF CLIENT'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR SERVICE (NOT HARDWARE OR SOFTWARE) DURING THE PRIOR THREE (3) MONTHS.
- 8) **INDEMNIFICATION:** The Parties hereby agree to indemnify, defend and hold the other harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees and expenses (collectively called "Damages") arising out of or related to (a) the acts or omissions of the other Party, (b) any breach of this Agreement by the other Party, (c) any claim, suit, demand or action by a third party alleging that any of the content, materials or information made available or provided by one Party to the other Party for use in providing the services (the "Client Intellectual Property" or "Company Intellectual Property"), or published by either Party, infringes any intellectual property of any third party, (d) either Party's possession, use or resale of any product or equipment installed or owned by the other Party, or (e) the use by either Party of any Services provided by the other Party.
- 9) **CONFIDENTIAL INFORMATION:** "Confidential Information" means (i) information of a party in all forms which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; as well as (ii) other information that is provided to or obtained by one party and that is valuable to the other party and not generally known by the public; and (iii) all software, business practices, methodologies, quotes, code, algorithms, know-how, ideas, inventions, and all other business and financial information relating to inventions, products, research and development, costs, profit margins, employees' skills or salaries, finances, customers, marketing, operations or business plans. Each party will hold in confidence and, without the consent of the other party, will not use, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the other party. The recipient of Confidential Information may only disclose the Confidential Information to its employees or third-party contractors with a "need to know" the information for the implementation of this Agreement or any Statement of Work. Without limiting the foregoing, the recipient of the Confidential Information agrees that it will exercise at least the same standard of care in protecting the confidentiality of the other party's Confidential Information as it does with its own Confidential Information of a similar nature. Confidential Information shall not include information if and only to the extent that the recipient establishes that the information: (i) is or becomes a part of the public domain through no act or omission of the recipient; (ii) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the recipient by a third party without restriction on disclosure; (iv) is independently developed by the recipient; or (v) is disclosed by the recipient pursuant to a requirement of a court or governmental agency or by operation of law, provided, that the recipient shall disclose only that part of the Confidential Information which it is required to disclose and shall notify the owner prior to such disclosure. The obligations of the recipient of Confidential Information with regard to the Confidential Information that constitutes trade secrets of the other party remain in effect for as long as such information shall remain a trade secret under applicable law and, with regard to all other Confidential Information, shall remain in effect during the term of this Agreement and for two (2) years thereafter. All Confidential Information received from the disclosing party (including all copies made by the receiving party) shall be destroyed or returned to the disclosing party and all use of such Confidential Information shall cease, upon termination of this Agreement or the disclosing party's written request to the receiving party. Upon request of the disclosing party, the receiving party shall certify to the disclosing party, in writing, that all such Confidential Information (including all copies thereof) have been destroyed or returned and all use of such Confidential Information has been discontinued.
- 10) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY:** Company retains all intellectual property rights (including copyrights) to any plan, software or software modifications (together, "Software") developed by Company. Software developed by Company may not be distributed or sold in any form or manner without the express written consent of Company. Company hereby grants to Client a non-exclusive, non-transferable (without right to sublicense) license to use any modify any Software developed by Company solely for Client's internal use in support of Client's ordinary course business activities.
- 11) **MISCELLANEOUS:**
- a) **ASSIGNMENT.** Neither this Agreement nor any Statement of Work may be assigned or transferred by Client without the prior written consent of Company. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, either party, without the prior written consent of the other party, may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.

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- b) **AMENDMENT.** No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties or the Client's authorized Contact person.
- c) **TIME TO BRING CLAIMS.** The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within ninety (90) days of the later of (i) the date on which the cause of action accrues or (ii) the date on which a party receives written notice of a third party claim for which it is entitled to indemnification hereunder, or it is forever barred.
- d) **SEVERABILITY.** If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.
- e) **ENTIRE AGREEMENT.** Any purchase orders submitted by Client for any Services to be provided by Company shall be governed by the terms and conditions of this Agreement and any SOW, as applicable. In the event of a conflict between the language of a purchase order and SOW, the language of the SOW shall control, or if a conflict between a purchase order and this Agreement, the language of the Agreement shall control. In the event any provision contained in this Agreement is for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be then construed as if such an unenforceable provision or provisions had never been included in this Agreement. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences. This Agreement, together with any purchase orders and/or SOWs attached hereto, or to be attached in the future, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services described herein and therein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Company shall not be bound by any agents' or employees' representations, promises or inducements not set forth herein.
- f) **FORCE MAJEURE.** Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its control. Such circumstances shall include, but not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the control of Company.
- g) **NON-SOLICITATION AGREEMENT.** Client agrees that, with respect to any Company employee or subcontractor who provides Services to Client, it shall not, during the Term of this Agreement and for a period of one (1) year thereafter, solicit any such person (each such person, a "Specified Employee") without Company's prior consent. As used in this paragraph, the term "Solicit" means only a direct solicitation by an authorized representative of Client for a Specified Employee to terminate their employment with Company and become employed by Client, which solicitation results in Client retaining such Specified Employee as an employee. In the event that client Solicits a Specified Employee as prohibited above, the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and therefore agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a penalty an amount equal to the Specified Employee's annual salary, which is a reasonable pre-estimate of Company's probable loss.
- h) **SURVIVAL.** The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement shall survive, including without limitation, Sections 1, 4, 7, 8, 9, 10 and 11.
- i) **WAIVER.** No provision of this Agreement or any Statement of Work may be waived except with the written consent of the waiving party executed by an officer thereof, which consent will specifically refer to such provision and explicitly make such waiver or amendment.
- j) **INSURANCE.** Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workmen's compensation and General Liability. Company agrees to maintain a General Liability policy with a limit not less than \$1,000,000 per occurrence.
- k) **GOVERNING LAW AND FORUM.** This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of Wisconsin without regard to conflict of laws principles. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the Wisconsin Circuit Court located in Milwaukee County or the Federal District Court for the Eastern District of Wisconsin, and Client agrees not to commence or prosecute any such claim, suit or proceeding other than in Wisconsin Circuit Court located in Milwaukee County or the Federal District Court for the Eastern District of Wisconsin. The parties hereby agree that in the event that there should be any litigation based in whole or in part of this Contract, THE PARTIES HEREBY AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY.
- l) **NOTICES.** Whenever any notice is required or permitted to be given pursuant to this Agreement, such notice shall be deemed given and received only (i) when deposited in the United States Mail, first class mail, certified mail, return receipt requested, postage prepaid, (ii) when sent overnight by UPS, FedEx, or another nationally recognized overnight delivery service, in each case addressed to (for Client) the address set forth above or (for Company):

CORE VISION IT SOLUTIONS, LLC  
150 N Sunnyslope Road, Suite 200  
Brookfield, WI 53005  
Attn: Client Management