



LIEBERMAN TECHNOLOGIES

GENERAL TERMS AND CONDITIONS October 15, 2020

1. SCOPE

This document sets forth the General Terms and Conditions (“GTC”) for services, products, equipment, and/or work purchased by the Client when doing business with Lieberman Technologies (“LT”). These GTC cover any agreements, contracts, purchases, requisitions, or general requests regardless of whether the documentation for those purchases reference these GTC. Contracts for services, products, equipment and/or work covered by these GTC may have additional terms and conditions listed or referenced in said contract. Any subsequent contract that has terms and conditions that modify any terms and conditions listed in these GTC must clearly state that the intent of modification is to supersede these GTC. All remaining terms and conditions in these GTC will remain in force unless specifically stated in said contract.

2. DEFINITIONS

- 2.1.** “**Standard Business Hours**” means Monday through Friday from 8:00am to 5:00pm Central Time with the exception of the *LT Recognized Holiday Period* listed in Paragraph 2.3.
- 2.2.** “**Standard Rate**” is the rate charged during Standard Business Hours in the absence of any contract that specifies a contract-specific rate. The Standard Rate can vary by the type of work and the skill level of the technician performing the work. Standard Rate also refers the typical retail price charged for services, equipment and products. *Retail Rate, Retail Standard Rate, Retail Pricing, Retail Standard Pricing or similar language is the same as “Standard Rate”.*
- 2.3.** “**LT Recognized Holiday Period**” means:
- 2.3.1.** New Year’s Day when it falls on a weekday, or December 31st if New Year’s Day falls on a Saturday, or January 2nd if New Year’s Day falls on a Sunday;
 - 2.3.2.** Memorial Day;
 - 2.3.3.** Independence Day (July 4th) when it falls on a weekday, or July 3rd if Independence Day falls on a Saturday, or July 5th if Independence Day falls on a Sunday;
 - 2.3.4.** Labor Day;
 - 2.3.5.** Thanksgiving Day and the Friday following Thanksgiving Day;
 - 2.3.6.** Christmas Eve (December 24th) and Christmas Day (December 25th);
 - 2.3.7.** December 26th if Christmas Day is on a Saturday or Sunday;
 - 2.3.8.** New Year’s Eve starting at 12:00pm Central Time if the subsequent New Year’s Day is on a Tuesday, Wednesday, Thursday, Friday, or Saturday.
- 2.4.** “**Agreement(s)**” means any agreements or contracts that are for purchasing services or products from LT and which may or may not reference these GTC as described in Paragraph 1.

3. ORDERS

Client requests for work, services, products and/or equipment are not a valid order unless either LT provides written confirmation to the Client that the request is accepted or LT begins performance on the order. LT reserves the right to refuse any request for work for any reason. A contract for work between LT and the Client is not a valid order until *accepted* by both parties. Acceptance must be in writing and includes email confirmation, fax confirmation, and/or signatures on a contract.

4. PRICING

All pricing for work performed during Standard Business Hours will be done at Standard Rates unless specific rates are listed in a contract for work. A higher rate may apply for work performed outside of Standard Business Hours. Standard



Rates apply for services, products, and equipment unless a contract specifies a different rate. Pricing on products and equipment is subject to change based on changes by the manufacturer, distributor, and/or availability of the products and/or equipment.

5. BILLING AND PAYMENTS

5.1. BILLING STATEMENTS

The type of service provided to a Client determines the timing and frequency of billing unless specified differently in a separate contract in which case LT may bill in a custom manner as specified in the written agreement with the Client.

5.1.1. Recurring Charges Billing.

For products and services that have recurring charges including, but not limited to, hosting services, file storage services, maintenance fees, cloud hosting services, managed services, and service contracts, LT will bill Monthly, Quarterly (3 months), or Yearly (12 months) in advance of the service coverage period. The coverage period has a starting date and an ending date. In order to ensure uninterrupted service to Client, all plans will automatically renew at the end of the plan's Billing Cycle. Plan renewal charges are the prevailing rate on the date of renewal according to the service selected. Plans renew for the same billing cycle and the same billing frequency unless Client has requested changes to the cycle or frequency.

5.1.2. Consulting Services Billing.

Consulting Services includes, but is not limited to, labor such as **Software Development**: programming development and programming maintenance; **Web and Digital Services Development**: website development, website maintenance and digital marketing; **Infrastructure Service**: computer, network, server, and phone system installation, configuration, issue remediation, and maintenance; and **Business Advisory Services**. LT records daily and bills Client for the time LT spends on service requests and projects, including, but not limited to, time for conferences, telephone calls, research, analysis, documentation, and travel. The Client is billed at the end of each month or at the end of each episode for services performed during that period. Work is performed during Standard Business Hours. Travel time is considered billable time. All service time performed on LT Recognized Holiday Periods is billed at the holiday rate of two and a half times the Standard Rate. All other service time outside the Standard Business Hours and outside of LT Recognized Holiday Period is charged an after-hours rate equal to one and a half times the Standard Rate.

5.1.3. Product Billing

LT requires, at time of ordering, a deposit equal to half the total amount of hardware / software products purchased. The balance of the order is due within 15 days of Client's organization taking possession of the hardware / software products. Items procured under \$200.00 may incur a processing fee. Items not in stock may incur a shipping charge. A 15% restocking fee may apply if the return is acceptable to LT's vendor. Title to hardware/software products does not pass to Client until receipt of payment in full.

5.1.4. Small Project Billing

Small projects (typically less than 30 elapsed days) bill at project completion. Larger projects bill at completion but may also include, at LT's discretion, progress billings as the project proceeds. A deposit of up to 100% may be required at LT's discretion before work begins.

5.1.5. Large Project Billing:

Large projects (typically more than 30 elapsed days) bill as follows:

5.1.5.1. Down Payment – LT requires a down payment of up to 50% of the equipment and projected labor costs before work begins.

5.1.5.2. Progress Payment(s) – Depending on the estimated duration of the development and/or implementation cycle, one or more progress billings invoice in 30-day intervals after development and/or implementation starts. The amount of these invoices will approximate the portion of work completed up to that point in the project.

5.1.5.3. Final Payment – The remaining portion invoices at Project Completion. The project is complete after the new equipment or service is live and training is complete or 15 days after project work is complete, whichever is sooner.

5.1.6. Managed Services Billing

Fees will be invoiced to Client on a monthly basis and will become due and payable on the first day of each month. LT Managed Services bill as follows:

5.1.6.1. Setup Fee – The first invoice will include the setup and first months' fees. These fees will be due upon the effective start date of the agreement.

5.1.6.2. Monthly – All fees are paid one (1) month in advance.

5.1.6.3. Suspension – Services may be suspended if payment is not received within ten (10) days following the date due.



5.1.6.4. Amendment – Services may be added to or subtracted from an agreement. Agreement will minimally be reviewed semi-annually to determine the need to add or subtract services. Such additions or subtractions will be implemented by execution of an amendment to this Agreement.

5.1.6.5. Separate Services - It is understood that any and all Services requested by Client that fall outside of the scope of this agreement will be quoted and billed as separate individual Services.

5.2. TAXES, GOVERNMENTAL CHARGES, SURCHARGES AND FEES

Taxes and other local, state and federally charged, imposed or authorized fees, charges and surcharges are not included in LT's rates, and therefore, will be included as additional items on Client's invoice. Client agrees to pay all such amounts. These taxes, charges, surcharges and fees may change from time to time without notice.

5.3. LIEBERMAN TECHNOLOGIES' PAYMENT AND BILLING SURCHARGES

LT may impose surcharges if Client has non-standard invoice delivery requirements and/or non-standard payment requirements, including, but not limited to, non-standard late payment requirements or non-standard payment methods. LT reserves the sole right to classify invoice delivery and payment methods as standard and non-standard. LT reserves the right to amend, alter, or modify its invoice delivery and payment methods at any time in its sole and absolute discretion. LT will give notice to the Client thirty (30) days prior to any changes in invoice delivery methods or before the implementation of any payment and/or billing surcharges.

5.4. PAYMENTS

Payments for charges are due and payable by Client upon receipt. Client shall pay LT at the address set forth on the invoice.

5.4.1. Late Payments Charges: Any balance not paid within 30 days of the invoice date may be charged a monthly late payment charge of up to 1.5% per month on the balance due, and a minimum charge of ten dollars (\$10.00) per month, not to exceed the highest rate allowed by law.

5.5. DISPUTES

The Client shall communicate any disputes to LT in writing within fifteen (15) days of receipt of LT's invoice and submit full payment of all undisputed charges.

5.6. NON-PAYMENT COLLECTION

Clients agrees to pay LT's attorney's fees and expenses and other collection costs in the event collection or other enforcement efforts become necessary or appropriate in LT's discretion.

6. CONFIDENTIAL INFORMATION

Information shared between LT and Client identified as, or reasonably understood to be, confidential, including, but not limited to, documentation, product specifications, drawings, pictures, photographs, charts, correspondence, supplier lists, financial reports, analysis, pricing and other furnished property shall be the exclusive property of the respective Owner and will constitute valuable trade secrets. Both parties shall keep the Confidential Information in confidence and shall not, at any time without prior written consent of the Owning Party, disclose or otherwise make available to anyone, directly or indirectly, all or any part of the Confidential Information. Confidential information excludes any information seen by the public or previously made public by the Owning party. Client shall not, at any time or in any manner, without the express consent of LT, directly or indirectly disclose, divulge or communicate to any person not in its employ or any entity or person not controlled by, under common control with or in control of such party, any Confidential Information or information concerning any matter which is set forth in any agreement. However, both parties may disclose this Confidential Information to its attorneys, accountants, and as required by law. The covenants contained in this Section labeled "Confidentiality Information" shall survive the termination of the relationship between LT and the Client.

7. INTELLECTUAL PROPERTY RIGHTS

LT shall own all rights, title and interest, including but not limited to, copyright and all other intellectual property rights, in any and all work product developed for Client and/or relating to the LT services, technical information, documentation, reports, notes, work papers, software, designs, concepts, documents, formulae, algorithms, procedures, techniques, solutions, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, plans, methods, network configurations and architectures, system, procedures, processes, protocols, schematics, software code, specifications, techniques, works of authorship, data, compilations, analyses and reports and any other tangible and intangible material delivered to Client and/or used by LT in the course of providing LT services under any agreement unless other property rights are clearly specified in that agreement.

8. COPYRIGHT/TRADEMARK/UNAUTHORIZED USE OF EQUIPMENT/FIRMWARE OR SOFTWARE

The services and any firmware or software used to provide the services, or that are provided to Client in conjunction with providing services, or embedded in the Equipment, and all services, information, documents and materials on LT's website(s) are protected by trademark, copyright or other intellectual property laws. All websites, corporate names,



service marks, trademarks, trade names, logos and domain names (collectively "Marks") of LT are and shall remain the exclusive property of LT and nothing in these GTC shall grant Client the right to or license to use such Marks.

9. USE OF SERVICES AND/OR PRODUCTS

Client agrees to use the service(s) provided by LT and any related equipment only for lawful purposes in the United States. Any Prohibited Use as described below shall subject Client to termination pursuant to Section labeled "Termination by Lieberman Technologies" (Paragraph 21.2). Client agrees not to use the service(s) for transmitting or receiving any communication or material of any kind in which, in LT's sole judgment, the transmission, receipt or possession of such communication or material would: (i) constitute, or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, federal or international law, rule or regulation; or (ii) constitute any illegal or prohibited Mass Marketing Acts (collectively a "Prohibited Use"). Client is responsible for all liability that may arise out of the content transmitted by Client or by such other users using the service(s). Client shall ensure that Client's use of the service(s) and all content transmitted thereby will at all times comply with all applicable laws, regulations and written and electronic instructions for the use of the service(s), including, but not limited to, LT's Acceptable Use Policy located at <https://www.LTnow.com/aup>. LT's actions or inactions under this Section shall not constitute review or approval of any such use or content. Client will indemnify and hold harmless LT against all liability arising from the content transmitted by using the service(s).

10. SUSPENSION OF SERVICE(S)

LT may suspend service if an account is past due on any undisputed charges upon fifteen (15) days prior written notice to Client.

11. CUSTOM SOFTWARE DEVELOPMENT

If LT is writing Custom Software for Client, the following terms under this paragraph 11 labeled "Custom Software Development" apply to the work.

11.1. SOFTWARE LICENSE

Custom Software written by LT may use a combination of code developed by LT (Custom Code) as well as code or systems developed by third parties (Third-Party Software).

11.1.1. LT Custom Software Code Licensing

LT grants Client a non-exclusive and transferable perpetual license to use the Custom Code developed by LT. LT retains the right to terminate this license if Client fails to pay the fees listed in the Statement of Work contract.

11.1.2. Third-Party Software Licensing

Third-Party libraries, systems, and code will generally be usable under the terms of the MIT License (<https://tldrlegal.com/license/mit-license#fulltext>), the Creative Commons CC0 1.0 Universal License (<https://tldrlegal.com/license/creative-commons-cc0-1.0-universal#fulltext>), or under licensing terms that are similar to the MIT License or the CC0 License. In the event that the Third-Party libraries, systems, or code are only available under different licensing terms, LT will make the Client aware of those licensing terms and also make clear what costs may be incurred by the Client.

11.1.3. Software License Limits

Client may not reverse engineer, create derivative works, sell the system, or hire another organization to change the source code without the express written permission of LT.

11.2. EXPORT

Software, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Client agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software.

11.3. SOFTWARE WARRANTY

11.3.1. ORIGINAL WORK

Original Work is Custom Software that is a complete contracted Custom Software Solution put into use for the first time for the Client. Original Work is warranted to be free from material defects and bugs for a period of 6 months from the time the software is placed into production or 15 days after the software is delivered for use to the Client, whichever occurs first. This 6-month period will be the first Maintenance Period (see paragraph 11.4.5) where LT provides full Maintenance support as defined by the Maintenance Description (see paragraph 11.4).

11.3.2. SUBSEQUENT MODIFICATIONS

A Subsequent Modification is work performed on Custom Software after the Software has been in use by the Client. Subsequent Modification performed for a fixed fee agreed to in advance and approved by the Client are warranted to be free from material defects and bugs for a period of 30 days from the time the modification is placed into production. Subsequent Modification performed on a time and material basis is not warranted.



11.4. MAINTENANCE DESCRIPTION

During the Maintenance Period (see paragraph 11.4.5), LT will provide the following support services at no additional charge to ensure that the software is in good working order, is free from material defects and operates with an acceptable level of performance.

11.4.1. Remedial Support

11.4.1.1. LT will provide emergency support to remedy a software malfunction in the event that the malfunction has a significant impact on the business operations of the Client.

11.4.1.2. LT will exercise best efforts to remedy malfunctions in a timely manner during business hours in the event that the software (i) is usable but does not provide a function in the most convenient or expeditious manner, or (ii) does not have a significant impact on the business operations of the Client, or (iii) Client suffers little or no significant impact.

11.4.2. Software Update Support

11.4.2.1. LT will update the software with security and bug fixes as required by underlying software systems including the operating system, security systems, programming language updates, software library systems used as part of the software, ecommerce systems used as part of the software, content management systems used as part of the software, and third-party plug-ins used in any of the software.

11.4.2.2. LT will schedule updates in advance and LT will notify the Client of the maintenance window. LT will use its best effort to limit inconvenience to the business operations of Client. Client understands that some emergency fixes may require immediate attention and may inconvenience business operations.

11.4.3. User Support

LT will provide technical support to Client via email, web, and telephone to answer questions and research problems as needed. Please see LT's support page at <https://www.LTnow.com/support> for details on requesting support. Support channels can change from time to time, but this page will always list the various ways to request support.

11.4.4. Work Not Covered Under Maintenance

Maintenance and support excludes: product extensions, custom programming services beyond those contracted, on-site support, support of other third-party software and/or hardware in use by Company, and additional training beyond the initial training unless agreed to in advance by LT. Maintenance also excludes visual changes such as content changes/updates and look and feel modifications.

11.4.5. Maintenance Period

On Original Work (see Paragraph 11.3.1), the Maintenance Period Start Date is the earlier of (a) the service launch date; or (b) fifteen (15) days after the work has been delivered and made available to the Client. The Maintenance Period End Date is 6 months after the Maintenance Period Start Date. The period from the Maintenance Period Start Date to the Maintenance Period End Date is the Maintenance Period.

11.4.6. Maintenance Fee and Maintenance Renewal

There are no maintenance charges for the first 6-month period. LT bills subsequent years at 14% of the original contract price on a monthly or annual basis subject to modification on an annual basis (advance notice given at least 30 days before modifications go into effect.) Client may opt-out of Maintenance after the original Maintenance Period ends (see Paragraph 11.5).

11.5. WORK PERFORMED OUTSIDE OF MAINTENANCE PERIOD

In the event that Remedial Support, Software Update Support, or User Support is requested by Client and the Custom Software written and/or supported by LT is not inside of the Maintenance Period, work will be provided on a time and materials basis and will be considered a Subsequent Modification as defined in paragraph 11.3.2.

12. HOSTED SERVICES

Hosted Services includes, but is not limited to, **Website Hosting Services**, **Cloud Hosted Services**, and **Custom Software Hosting**. This paragraph 0 titled "Hosted Services" covers items that are in common across all Hosting Services. The subparagraphs below specify terms of each type of Hosting Service.

12.1. OWNERSHIP AND LICENSING

12.1.1. Client Data

Client Data stored on the Hosting Service is the property of the Client. LT does not have knowledge of the specifics of the data including the value of the Client Data. Client will indemnify and hold harmless LT against all liability regarding the Client Data. This Client Data shall remain the exclusive property of the Client at all times.

12.1.2. Hosting Platform



Client does not acquire any ownership interest or right to possess the underlying hosting platform or platforms. Client does not acquire any ownership in software licenses except for those described in Custom Software Development (paragraph 11). Client does not acquire ownership of IP Addresses assigned to any Hosting Platform.

12.1.3. LT Provided Software Licensing Fees

The Hosting Service may not include all software-licensing fees. In many instances, LT may periodically renew specific software licensing at additional charge.

12.1.4. Client Provided Licenses

If Client provides software on the Hosted Service, Client represents and warrants that they have the legal right to use the software in a cloud-hosted environment. Client will indemnify and hold harmless LT against all liability arising from the use of these Client Provided Licenses.

12.2. SECURITY AND UNAUTHORIZED USE

12.2.1. Security of Hosted Services

LT will implement reasonable and appropriate technical and organizational measures to protect the Hosted Services against unauthorized access and will follow industry best practices. In cases where LT uses infrastructure services from third parties, LT will review and ensure that those systems meet the same strict maintenance standards used by LT. Client will indemnify and hold harmless LT against all liability arising from unauthorized access.

12.2.2. Right to Suspend Operation of Service

If Client's use of the Hosted Service puts LT or other LT Clients at risk for a security incident, service degradation, or service outage, LT reserves the right to suspend the operation of the Hosted Service. This includes repeated outside attacks including Denial of Service attacks and hacking attacks. LT will work with the Client to try to keep services operational but LT makes no guarantee that the Client's Hosted Service will remain accessible and operational. LT will make Client aware if there will be separate charges for worked related to keeping Client's Hosted Service available for use during and after outside attacks.

12.2.3. Unauthorized Use

Client agrees to notify LT of any unauthorized use of the Hosted Service(s) or account or of any other breach of security. LT will report any breach of security of the Hosted Service(s) that results in unauthorized access to the Client's Hosted Service(s) as soon as LT becomes aware of the unauthorized access in accordance with applicable law. Client also agrees to cooperate with LT's reasonable investigation of any security related breach. LT is not responsible to the Client for any security breach or unauthorized access that is a result of negligence by the Client. Client agrees to indemnify and hold LT harmless in the event of Client data exposure caused by negligence of the Client.

12.2.4. SSL Certificates

Except as described in Paragraph 12.3.5 (Website Hosting Bundled with SSL), SSL Certificates are a separate charge and are not included in the charge for Hosted Services. Client may purchase SSL Certificates through LT or through any viable Certificate Authority who provides SSL Certificates. The installation of SSL Certificates on the Hosted Services platform is also a separate charge.

12.3. WEBSITE HOSTING SERVICES

If LT is providing Website Hosting for the Client, the following terms apply.

12.3.1. General Terms

The design of LT's Website Hosting service is to host small business and organizational websites with modest storage needs and modest website traffic. LT retains the right to determine if the Client's website can be hosted adequately on the LT Website Hosting platform.

12.3.2. Website Backup Service

The LT Website Hosting Service includes backing up of the website. The LT backup schedule ensures a minimum of a backup from the previous night, one backup that is approximately 1 week old, and one backup that is approximately 30 days old. Client will indemnify and hold harmless LT against all liability arising from the backup or its use.

12.3.3. Requests for Restoration and/or Copy

LT will restore a website or provide a copy of the website to the Client using an available backup at the request of the Client at no additional charge as long as the Client's account is in good standing.

12.3.4. WordPress Website Hosting

LT specializes in hosting WordPress websites and provides additional services beyond basic hosting for WordPress websites hosted on LT's Website Hosting Platform.

12.3.4.1. Services Included. LT will install security updates and core WordPress updates as recommended by WordPress, and deemed stable by LT.

12.3.4.2. Services Not Included. Updates to Plugins are not included. There may be additional licensing charges from the Plugin provider and there may be time and material charges for



installing the Plugin updates. Necessary updates to custom-written modifications may also be billed time and materials.

12.3.5. Website Hosting Bundled with SSL

If the Client's Website Hosting is bundled with SSL service, the annual charge for the SSL Certificate and maintenance is bundled into the agreement and not billed separately.

12.3.6. Disallowed Services.

Client may not provide the following services using LT's Website Hosting Service

- (1) banner ad services for display on other websites and/or devices
- (2) file storage services including file and/or content backup services
- (3) image hosting services
- (4) any service related to bit torrent or similar services
- (5) commercial audio or video streaming or
- (6) any script causing degradation of LT's Website Hosting platform or associated network service.

LT also reserves the right to disallow any website that it believes, in its sole determination, could lead to other service issues for any reason including content that could be construed as offensive to a group to such an extent that a website could be targeted for a Distributed Denial of Service attack.

12.4. CLOUD HOSTED SERVICES

Cloud Hosted Services includes, but is not limited to, Hosted Cloud Backup Services, Hosted Database Services, Hosted Email Services, Hosted File Share and Sync Services, Hosted Firewall Services, Hosted Office Productivity Suites, Hosted Security Awareness Training Services, Hosted Spam Filtering Services, Hosted Virtualization Services, Virtual Desktop Services, and Virtual Private Servers. If LT is providing Cloud Hosting Services for the Client, the following terms, conditions and definitions apply.

12.4.1. VIRTUAL PRIVATE SERVERS

A Virtual Private Server will run on a system that may also serve other clients. The Client will have full control over the complete virtual instance on the server. The size of the Virtual Private Server including allocated CPU units, RAM, and Storage Space will determine the maximum operating capacity of the Virtual Private Server.

12.4.1.1. Virtual Private Server Maintenance

LT will install security updates to the Operating System. LT will monitor system log files for faults and security messages. LT will notify Client when LT performs any maintenance task. If the maintenance task may be service affecting, LT will attempt to limit the maintenance task to a maintenance window that minimizes the overall impact to the Client. In some instances, emergency work will require performance of maintenance work outside of a scheduled maintenance window. LT will notify the Client and give us much advance notice as feasible but reserves the right to perform the maintenance without the approval of the Client if LT determines that postponing the maintenance work creates other security liabilities.

12.4.1.2. Virtual Private Server Backup Service

LT will provide a nightly image backup or backup all system and data files in such a manner to allow a complete restoration of the Virtual Private Server from its state the previous day. LT does not guarantee that there will not be a loss of Client data in the event of a catastrophic failure of the Virtual Private Server or the underlying system providing the Virtual Private Server. Client will indemnify and hold harmless LT against all liability arising from the Backup Service. If the Client needs greater granularity in data recovery, the Client will need to purchase additional services.

12.4.2. AMAZON WEB SERVICES

LT and Client jointly agree to adhere to the AWS Service Terms listed at <https://aws.amazon.com/service-terms/> if LT is using Amazon Web Services (<https://aws.amazon.com>) to provide one or more Cloud Hosting Services to Client. LT will make Client aware of the use of Amazon Web Services through the Statement of Work contract between LT and the Client. If any incident takes place that violates the AWS Service Terms, LT will notify Client within two business days of becoming aware of the incident.

12.4.3. SECURITY AWARENESS TRAINING SERVICES

LT and Client jointly agree to adhere to the KnowBe4 Terms of Service listed at <https://www.knowbe4.com/terms> if LT is using KnowBe4 (<https://www.knowbe4.com/>) to provide one or more Cloud Hosted Services to Client. LT will make Client aware of the use of KnowBe4 through the Statement of Work contract between LT and the Client. If any incident takes place that violates the KnowBe4 Terms of Service, LT will notify Client within two business days of becoming aware of the incident.

12.4.4. OTHER THIRD-PARTY PROVIDERS



LT predominantly resells Cloud Hosted Services from other Cloud Hosting Providers that may be bundled with other services from LT. LT will make the Client aware of the underlying Cloud Hosting Provider in the Statement of Work and additional Terms and Conditions may apply.

12.5. CUSTOM SOFTWARE HOSTING

If LT is hosting custom software and/or database(s) for Custom Software for the Client, the following terms apply. In some instances, LT may be hosting Custom Software on a dedicated Virtual Private Server for the Client in which case see also "Cloud Hosting Services" in Paragraph 12.4.

12.5.1. CUSTOM SOFTWARE HOSTING IN A SHARED ENVIRONMENT

12.5.1.1. Client understands that LT provides Custom Software Hosting on platforms shared with other clients and managed by LT even though the description for this service may not reference shared hosting unless Client is also subscribing to a Virtual Private Server (see Paragraph 12.5.2) for the hosting of the Client's Custom Software.

12.5.1.2. LT protects Client software and data by its best efforts and generally accepted security practices. LT maintains and updates underlying operating systems and security software as recommended by vendors of those systems. LT backs up all software and systems on a nightly basis to a separate data storage system even if Client is not under a Maintenance contract. Client will indemnify and hold harmless LT against all liability arising from the backups.

12.5.1.3. Fees: Custom Software Hosting in a Shared Environment will have a monthly recurring charge or an annual charge. LT determines the amount of charge is by factors such as: a) expected usage; and b) data storage needs and charges may increase or decrease if either of these factors changes. The parties will agree to the initial rate in advance. If a rate increase is required, LT will notify Client before the new rate goes into effect.

12.5.2. CUSTOM SOFTWARE HOSTING ON DEDICATED VIRTUAL PRIVATE SERVER

12.5.2.1. LT will not charge separately for Client Custom Software hosted on a Dedicated Virtual Private Server provided by LT. The use of the word "Dedicated" in Dedicated Virtual Private Server means that the Virtual Private Server is used by the Client for the Client's software application(s) or website(s) only.

12.5.2.2. Paragraph 12.4 ("Cloud Hosting") outlines the support of the Virtual Private Server.

12.5.3. CUSTOM SOFTWARE MAINTENANCE WHEN HOSTED BY LT

Maintenance work on the Custom Software is still subject to the terms and conditions for Maintenance (see Paragraph 11.4). Fees for Custom Software Hosting do not include Maintenance fees for the Custom Software regardless of whether the Custom Software Hosting is in a Shared Environment or on a Dedicated Virtual Private Server. If Client has opted out of Maintenance (see Paragraph 11.4.6) and LT determines that the Client's Custom Software has one or more security vulnerabilities, LT will notify Client and will not make modifications without getting advance approval from the Client. If LT determines that other services for other clients (including LT) are at risk, LT retains the right to suspend the services.

13. DIGITAL MARKETING SERVICES AND WEBSITE DEVELOPMENT

If LT is providing Digital Marketing Services and/or Website Development Services for the Client, the following terms apply.

13.1. THIRD-PARTY SOFTWARE, PLUGINS, STOCK PHOTOS, AND STOCK IMAGES

In some instances, The Statement of Work will outline additional one-time or recurring charges for the use of Third-Party software, (such as WordPress Plugins) stock photos, and images.

13.2. ADVERTISING PASS-THROUGH CHARGES

If LT is purchasing advertising on behalf of the Client including, but not limited to, Facebook Ads, Facebook Boosted Posts, Twitter Ads, and Google AdWords, then LT will bill those costs without markup to the Client, but retains the right to bill the time to manage the transactions and invoicing.

14. INFRASTRUCTURE SERVICES

Infrastructure Services includes, but is not limited to, computer, network, server, and phone system installation, configuration, issue remediation, and maintenance. If LT is providing Infrastructure Services for the Client, the following terms apply.

14.1. CLIENT PROVIDED LICENSES.

If Client provides software for installation by LT Personnel, Client represents and warrants that they have the legal right to use the software. Client will indemnify and hold harmless LT against all liability arising from the use of these Client Provided Licenses.

14.2. SAFE WORK ENVIRONMENT

When LT is providing Infrastructure Services on-site at a Client location, Client shall ensure that the location is a safe working environment free from hazards that could cause injury or harm to personnel or equipment. If LT



travels to a site that LT deems to be unsafe, LT will inform Client of the concern. LT may bill travel time in this instance even though no work was performed.

15. BUSINESS ADVISORY SERVICES

Business Advisory Services includes, but is not limited to, business consulting, business planning, technology consulting, and technology planning where the product provided is findings and recommendations based upon the needs and request of the Client.

15.1. ACCESS TO PERSONNEL

If LT needs access to personnel under the direction of the Client as part of the performance of the Statement of Work, Client shall ensure that LT has timely access to such personnel.

15.2. MEETING CANCELLATIONS

If a Client cancels a meeting with inadequate advance notice, LT reserves the right to bill for the scheduled time and for actual travel expenses related to attending the meeting.

15.3. SAFE WORK ENVIRONMENT

When LT is providing consulting or planning services on-site at a Client location, Client shall ensure that the location is a safe working environment free from hazards that could cause injury or harm to personnel or equipment. If LT travels to a site that LT deems to be unsafe, LT will inform Client of the concern. LT may bill travel time in this instance even though no work was performed.

16. WARRANTY

With the exception of the Software Warranty for Custom Software Development in Paragraph 11.3, any materials, supplies, parts, and other products provided by LT are provided on an "AS IS" basis. The Manufacturers of materials, supplies, parts and other products may provide warranties for their products. Address the manufacturer for warranty questions or problems with respect to such materials, supplies, parts or products. LT does not warrant that any materials, supplies, parts, and other products will meet Client's requirements, or that the operation or use of any materials, supplies, parts, and other products will be uninterrupted or error-free. LT makes no warranties, express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. Some States have laws that are different from those stated in these GTC and in such States, the State requirements will apply.

16.1. Limitation on Installation

If LT installs hardware, including mounting and cabling, LT will warranty the installation work for 60 days. If equipment fails because of improper installation during this 60-day period, LT will replace or repair the equipment at no additional cost. The determination of whether to repair or replace will be the sole decision of LT. LT will take necessary steps to correct the installation problem and ensure that the Client does not lose any Manufacturer Warranty because of the work.

16.2. Labor

Manufacturer Warranties do not include any labor performed by LT. LT will bill for labor at the applicable rate to assist the Client in handling a Manufacturer Warranty claim.

17. RECRUITMENT RESTRICTIONS

LT and Client agree that during the period that Client is a client of LT and for an additional eleven (11) months following this period, neither party will recruit nor solicit permanent employees of the other party without the prior written approval of a duly authorized agent of the other party. If one Client (Party A) hires an employee who is covered by this restriction without first obtaining approval from the other Client (Party B), then Party A shall pay an employment recruiting services fee to Party B equal to 50% of the annual compensation of the hired employee. This fee is fair compensation (not a penalty) to Party B for providing services that assisted Party A in hiring a suitable and appropriate employee.

18. FORCE MAJEURE

Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under these GTC or any agreement referencing these GTC if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God, public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform.

19. LIMITATION OF LIABILITY

LT makes no express or implied warranties or representation of any kind whatsoever. LT hereby disclaims all representations and warranties, including, without limitation, those of merchantability or fitness for use or fitness for any particular purpose, or of quality, design, condition, capacity, suitability or performance. Client understands and agrees that LT shall have no liability to Client, its officers, directors, employees, agents, representations or assigns for damages, whether incidental, consequential, special, direct, indirect, punitive or otherwise and whether the action is



brought in contract, tort (including negligence) or otherwise. In no event will the liability of LT for any issues concerning these GTC and any agreement referencing these GTC exceed the amount paid by Client to LT under the agreement. Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of service(s) from LT must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

20. NOTICE

20.1. Any notice or other communication ("Notice") required or permitted under these GTC shall be in writing and either delivered personally or sent by facsimile, email, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

20.2. Notices to LT shall be addressed to:

Stewart Klipsch, Managing Partner
Lieberman Technologies, LLC
223 NW 2nd St Suite 300
Evansville IN 47708-1221
Fax #: (812) 464-6650
Email: stewart.klipsch@LTnow.com

20.3. Client shall be responsible for communicating to LT the name, address, fax number, and email address of the person who should receive notices on behalf of the Client.

20.4. Notice is deemed given when delivered personally or by email only if acknowledged in writing by the person to whom it is given. Notice sent by facsimile is deemed given when transmitted if the sender obtains written confirmation that the transmission was successfully received. Notice sent by overnight delivery or express mail is deemed given twenty-four (24) hours after having been sent. Notice sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, then the time period shall commence only when all of the required Notices have been deemed given.

20.5. Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

21. TERM AND TERMINATION

21.1. These GTC are effective as of the date of the initial engagement letter and are in force for as long as the Client uses services and products from LT. Paragraphs 6, 7, 8, 16, and 17 remain in force after the termination of any service(s).

21.2. Termination by Lieberman Technologies: Notwithstanding anything to the contrary contained in this GTC or any Agreement, LT may discontinue services or terminate any Agreement for any of the following reasons upon reasonable written notice to the Client; (i) Client fails to pay any invoice when due, provided LT gives Client notice and an opportunity to cure its payment default within three business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the service(s); (iii) Client furnishes false or misleading Client information; (iv) Client fails, in LT's sole discretion, to maintain satisfactory credit qualifications; (v) Client fails to provide timely information or data necessary for activating the service(s); (vi) the Client does not comply with any applicable software licensing agreements, if any; or (vii) if Client becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts. In such cases to the extent allowed by law, LT may terminate the Agreement or any portion of the service(s).

21.3. Termination by Client: Client may terminate any Agreement if LT is in material breach of any condition and fails to cure such material breach within fifteen (15) business days of receipt of written notice thereof from Client. If any Agreement is for a service or product which covers a period of time exceeding 30 days and Client terminates the Agreement prior to its expiration, other than as a result of LT's material breach, or if LT terminates the Agreement for Client's breach (including nonpayment), Client agrees to pay an early termination Charge calculated as fifty percent (50%) of Client's average historical monthly Charges multiplied by the number of months remaining in the term. Client expressly acknowledges that early termination of the agreement will result in damages to LT, that the early termination liability calculation is a reasonable estimation of such damages, and that it is liquidated damages and not a penalty.

22. GENERAL PROVISIONS

22.1. CHOICE OF LAW

The laws of the State of Indiana shall govern the validity, interpretation and enforceability of any Agreement between LT and Client. For purposes of disputes concerning or arising between LT and Client, the parties agree



and consent to personal jurisdiction and agree the venue shall lie exclusively in the United State District Court for the Southern District of Indiana, Evansville Division, or in the Vanderburgh County Circuit or Superior Courts in Vanderburgh County, Indiana, and in no other jurisdictions. If any provision, part, or term of any Agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between Client and LT relating to any Agreement, the prevailing party shall be entitled to its reasonable costs including attorneys' fees, and including attorneys' fees for services rendered in appellate proceedings. Any claim or cause of action arising out of or related to use of the service(s) or any Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred regardless of any statute or law to the contrary.

22.2. NO WAIVER

No waiver by either party of any default in the performance of any part of any Agreement by the other party shall be deemed to be continuing waiver of any future default or a waiver of any other default hereunder. All remedies, rights, undertakings, obligations and agreements contained in the Agreement shall be cumulative and shall not be mutually exclusive.

22.3. SEVERABILITY

In the event any of the terms of any Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from the Agreement. All remaining terms of the Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of the Agreement is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate the Agreement by notice to the other.

22.4. RELATIONSHIP

The relationship of LT and Client shall be that of independent contractor and nothing set forth in these GTC or any Agreement shall deem or construe to render the parties as joint venturers, partners or employer and employee. All persons used by LT to provide the LT Services to Client shall be the employees or subcontractors of LT. LT and its personnel are not eligible to participate in any employment benefit plans or other benefits or conditions of employment available to employees of Client. LT shall have exclusive control over its personnel and over the labor and employee relations and the policies relating to wages, hours, working conditions or other conditions of its personnel. LT shall have the exclusive right to hire, transfer, suspend, layoff, recall, promote, assign, discipline, discharge and adjust grievances with its personnel.

23. AGREEMENT

These GTC and any Agreement or Engagement referencing these GTC:

- 23.1.** constitute the complete agreement between LT and Client, and supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of said Agreement.
- 23.2.** may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of LT. The illegality or unenforceability of any provision of this GTC or any Agreement referencing this GTC shall not impair the legality or enforceability of any other provision. The headings to the various sections and paragraphs of this GTC or any Agreement have been inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this GTC or any Agreement.
- 23.3.** may be executed in two or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.
- 23.4.** shall inure to the benefit of and be binding upon the parties hereto, their respective estates, personal representatives, heirs, successors, assigns and distributees.
- 23.5.** may not nor may any of its rights, interests or obligations hereunder be assigned by any party hereto without the prior written consent of the other parties hereto, such consent to be not to be unreasonably withheld.
- 23.6.** do not, expressly or by implication, intend to confer upon any third party any rights or remedies under or by reason of the agreement.

