

## **Terms and Conditions**

OVERVIEW: Approval of the service's scope, specifications conditions and prices are satisfactory and hereby accepted upon signature on the order. Approval of the order gives NUSPIRE the verification to begin services. Quote may not include all state or federal applicable taxes.

### **CLIENT COMMITMENTS:**

Access to Client's Computer Systems: Client shall provide specific and detailed information concerning, and reasonable access to, Client's computer systems, documentation, and networks as needed to perform and deliver the Services.

Full Cooperation: Client shall provide all information, access and full, good faith cooperation reasonably necessary to deliver and provide the Services. In the event Client fails to comply with the foregoing, NUSPIRE shall be relieved of its obligations hereunder to the extent such obligations are dependent on Client's performance of its obligations. In such an event, Client's payment obligations are still in full force and effect.

Hardware: If NUSPIRE provides Client with the use of any hardware incorporated in Services, Client shall return such hardware to NUSPIRE upon the termination of this Agreement. If such hardware is not returned, Client agrees to pay applicable replacement costs. In the event breach of these (above) commitments prevents the installation of services and over 30 days has elapsed since contract sign date; billing for such services will commence on that day.

TERM: The term of this Agreement commences on the install date of

service and continues for the stated term on this Service Order (the "Initial Term"). The term of this Agreement shall continue thereafter for one-year renewal terms (the initial term and each renewal term, a "Term") unless either party, at least thirty (30) days prior to the end of the then-current Term, notifies the other party that this Agreement shall expire at the end of such Term. Service termination must be submitted via signed hard copy communication to NUSPIRE (3155 Dallavo Ct. Commerce MI, 48390) 30 days prior to contract end date.

**PAYMENT IN THE EVENT OF EARLY TERMINATION:** In the event of any early termination of this Service Contract by Client, Client agrees to pay, the entire balance of the then current term and any Expenses incurred in accordance with disconnection and retrieval of hardware as applicable. Client's obligation to pay for the entire balance of the term of the Service is absolute and unconditional and is not subject to reduction or setoff.

**WARRANTY:** Service is provided with no warranty, expressed or implied, for the services provided. This no warranty expressly includes any reimbursement for losses of income due to disruption of service by NUSPIRE or its NUSPIREs beyond the fees paid by Client to NUSPIRE for services. No credits will be issued exceeding what has been billed and received by NUSPIRE.

**FORCE MAJEURE:** Neither party shall be liable for any default or delay in performance of its obligations hereunder (excluding any obligation to make timely payments as provided hereunder) to the extent the same is attributable to events beyond the reasonable control of such party, including, without limitation, acts of God, acts of public enemies, civil commotions, embargoes, epidemics, quarantine restrictions, floods, fires, earthquakes, unusually severe weather conditions, strikes, labor disputes, accidents, mechanical

breakdowns and governmental actions.

ADDITIONAL TERMS AND CONDITIONS:

1. **Services:** During the Term of this Agreement NUSPIRE shall provide to Client managed network and security services which may include but not limited to: (i) onsite time to initiate service; and (ii) network and information security consultation and implementation (iii) Network transport and/or internet access services.
2. **Hardware:** If NUSPIRE provides Client with the use of any hardware for use while receiving the Services, Client shall return such hardware to NUSPIRE at the address provided for in Section 6.7 upon the expiration or termination of this Agreement. If such hardware is not returned, Client will be liable for its replacement costs and will be invoiced accordingly.
3. **Prices:** Sales to Client are made at the prices in effect at the time of order, unless delivery is specifically delayed by Client.
4. **Sales and Similar Taxes:** Except as otherwise agreed to by NUSPIRE in writing, NUSPIRE's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise or other similar tax applicable to the sale of the Equipment hereunder shall be added to the invoice by NUSPIRE and paid by Client or, in lieu thereof, Client shall furnish NUSPIRE with such tax exemption certificate(s) as the taxing authorities may require.
5. **Errors:** Stenographic and/or clerical errors may occur from time to time in the catalogs, price schedules, program bulletins and announcements, order paperwork, and other documents developed and distributed by NUSPIRE in connection with the

marketing of Equipment. All such errors are subject to correction by NUSPIRE.

6. Security Interest: The Client hereby grants NUSPIRE a security interest in all equipment ordered or delivered, until such time as Client shall execute and deliver any financing statements or other documents as may be requested by NUSPIRE in order for NUSPIRE to establish and maintain a perfected security interest in the equipment.
7. Terms of Payment: All shipments shall be for cash only, provided, however, that NUSPIRE shall establish for Client on open line of credit, with specific application to Equipment purchases, consistent with accepted accounting and credit standards such as pay habits, net worth, and other business considerations, and that to the extent Client 's Equipment purchases do not exceed such credit limit, Equipment may be charged to Client 's account upon shipment. Client shall cause said account to be paid as per statement furnished. NUSPIRE has the right to adjust Client 's credit limit from time to time, upon notice to Client. Products are sold F.O.B. Shipping Point.
8. Late Payment Charges: Client shall pay NUSPIRE within thirty (30) days from the date of invoice for all Services and Expenses. Any amount not so paid shall incur a late payment charge of \$25.00 plus one and three-quarters percent (1.75%) of overdue amount per month. This late charge is applicable to the unpaid balance as of the due date. Client shall pay NUSPIRE all reasonable costs including, without limitation, attorneys' fees, collection agency fees and any other costs incurred by NUSPIRE, in the collection of fees due under this Agreement.
9. Right of Set-Off: In addition to any right of set-off provided by law, all monies and accounts due Client hereunder shall be

considered net of indebtedness of Client to NUSPIRE, arising from whatever cause, and NUSPIRE has the right to deduct any amounts due or to become due hereunder from Client to NUSPIRE from any sums on accounts due or to become due for whatever cause, from NUSPIRE to Client.

10. Notice of Defect: In the event Equipment as supplied hereunder is claimed to be defective, any claims must be made within 30 days after Client 's receipt. NUSPIRE shall be given ample opportunity to inspect the Equipment. NUSPIRE shall have the option of replacing defective Equipment or crediting Client 's account with the purchase price thereof. Such replacement or credit shall be Client 's sole and exclusive remedy against NUSPIRE for defective Equipment; without limiting the generality of the foregoing, it is agreed that NUSPIRE shall not be liable for any transportation, fabrication, installation, or other expenses incurred by Client in connection with defective Equipment.
11. Limitation of Liability: In no event shall NUSPIRE be liable to Client for special, incidental, or consequential damages, losses, or expenses.
12. Pass-Through Warranty: The only warranties applicable to the Equipment are those extended by the respective Manufacturer. NUSPIRE shall cause the Manufacturer to furnish Client with all applicable Warranty documents. THERE ARE NO WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED. NUSPIRE authorizes no third person or party to assume any warranty obligation of liability on NUSPIRE 's behalf.
13. General: When confirmed by NUSPIRE, this Order shall become the entire agreement between NUSPIRE and Client, and a complete allocation of risks between them, relating to Client 's acquisition of the Equipment and Services listed on the face

hereof. This agreement supersedes all prior understanding and agreements between the parties relating to the subject matter hereof and may be supplemented or amended except expressly in writing signed by the party to be charged therewith. Client may not assign any of its rights or delegate any of its duties hereunder without the prior written consent of NUSPIRE. This agreement shall be governed in all respects by the laws of the State of Michigan.