

## ITC Rates, Terms and Conditions

- **Payments:** We accept cash and checks, as well as ACH transfers and credit cards via Nickel Payments. All credit card payments are subject to a 2.9% processing fee that's passed along to the customer.
- **On-Site IT Consulting:** \$180/hour billed in 15 minute increments. There is a 1 hour minimum charge.
- **Remote Consulting:** \$180/hour billed in 15 minute increments. There is a 15 minute minimum charge.
- **After Hours:** All work done during the hours of 6 PM and 7:30 AM on weekdays and anytime during weekends is subjected to our off-hours rate of \$280/hour.
- **Travel Charge:** If we perform on-site IT consulting, we will charge the following travel charges:
  - 0 to 17 Miles: \$35
  - 17-30 Miles: \$70
  - 30-40 Miles: \$150
  - 40-50 Miles: \$175
  - 50-60 Miles: \$230
  - Travel charges for distances further than 60 miles will be decided on a case by case basis.
- **Net 30:** Payment is due within 30 days after which a finance charge is assessed monthly at 18% APR with a minimum charge of \$10.
- **Return Policy:** We pass along our vendors' return and warranty policies. If the item is under warranty or is eligible for return, we can assist in returning the product at our hourly rate.
- **Response Times:** We strive to return a client's voicemail or email within two business hours. If a client leaves a voicemail or emails us outside of our normal business hours (7AM - 7PM weekdays), we will get in touch when first available. If there is an emergency we will do our best to contact you as quickly as we can. This does not mean that we will begin working on an issue within two business hours, this means that we will get in contact and start scheduling work.
- **Terms and Conditions:** All services provided by Innovative are subject to Innovative's Terms and Conditions attached hereto. Innovative may amend or supplement the Terms and Conditions from time to time, and any amended or supplemented terms may be either posted by hyperlink to Innovative's homepage or emailed to Client by Innovative in which case such posting or email communication shall be deemed reasonable and adequate notice to Client of the amended or supplemented terms. Client shall be afforded an opportunity to accept such amended or supplemented terms. Client acknowledges that if it does not agree to such amendments or supplemented terms, its sole remedy is to terminate this Agreement upon written notice to Innovative

## INNOVATIVE TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Innovative shall be determined by Innovative. Client will rely on Innovative to work as many hours as may be reasonably necessary to fulfill its obligations to Client. Client shall pay Innovative for the Services rendered as described above in the ITC Rates and Terms and/or as posted on Innovative's website as monthly service and flat rate plans.
2. TERM/TERMINATION. This agreement and the services rendered by Innovative may be terminated by either party for any reason upon thirty (30) days written notice to the other party. In such event, Client shall pay Innovative for all services rendered prior to the date of termination.
3. RELATIONSHIP OF PARTIES. It is understood by the parties that Innovative is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Innovative. Innovative has the sole right to control and direct the means, manner and method by which the Services will be performed.
4. LIMITATION OF WARRANTY AND LIABILITY INDEMNITY. INNOVATIVE WARRANTS ONLY THAT IT WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO PERFORM THE SERVICES. THE WARRANTY SET FORTH IN THIS SECTION CONSTITUTES THE SOLE WARRANTY PROVIDED BY INNOVATIVE. INNOVATIVE MAKES, AND CLIENT RECEIVES, NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INNOVATIVE'S SOLE OBLIGATION IN CONNECTION WITH ANY LIABILITY FLOWING FROM THE PERFORMANCE OF THE SERVICES SHALL BE TO USE ITS COMMERCIALY REASONABLE EFFORTS TO REMEDY ANY DEFICIENCY IN THE SERVICES. IN NO CASE WILL THE AMOUNT RECOVERABLE BY CLIENT IN ANY ACTION AGAINST INNOVATIVE EXCEED FIFTY PERCENT (50%) OF THE SUM OF PAYMENTS MADE TO INNOVATIVE PURSUANT TO THIS AGREEMENT IN THE PRECEDING TWELVE (12) MONTHS. CLIENT MAY NOT BRING AN ACTION OR SUIT AGAINST INNOVATIVE AFTER THE FIRST ANNIVERSARY DATE UPON WHICH ANY LIABILITY ARISES HEREUNDER. IN NO EVENT SHALL INNOVATIVE BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED (WHETHER CAUSED BY INNOVATIVE, IT'S VENDORS, SUPPLIERS OR ANY THIRD PARTY) AND WHETHER BASED IN CONTRACT, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY, COST OF CAPITAL, LOSS OF GOODWILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR

LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE.

5. INDEMNIFICATION. Client agrees to Indemnify and hold harmless Innovative and its directors, officers, employees, agents and representatives from and against all claims, taxes, losses, damages, liabilities, costs and expenses, including attorney's fees and other legal expenses, which are caused in whole or in part or related to or arising directly or indirectly from or in connection with the services provided by Innovative to Client, including but not limited to third parties. This indemnity shall survive the termination of Services by Client.
6. PERSONAL GUARANTY. If Client is a corporation, LLC, partnership or other artificial entity ("Client Company"), the owner of Client Company (the "Guarantor") hereby personally and unconditionally guarantees punctual payment by Client as required under this Agreement. If Client Company is unable to pay any fees owed to Innovative for Services performed by Innovative, Guarantor agrees to personally pay such fees and waives any and all forbearances and extensions of time for such payment.