



This i-Tech Security and Network Solutions, LLC STATEMENT of WORK TERMS and CONDITIONS, "the Agreement", is made and entered into as of the date of approval by issuance of PO, Contract, Email Approval or Acceptance of Quote on Web Portal by Customer and between i-Tech Security and Network Solutions, LLC ("i-Tech"), a Company with a place of business located at 9415 N. NC Hwy150 Clemmons NC, 27012 and the "Customer".

1. Services. i-Tech shall provide to Customer, on a non-exclusive basis, such services and deliverables as are requested (collectively the "Scope of Work") by Customer and agreed to by i-Tech in the i-Tech STATEMENT of WORK ("SOW") signed or approved by all parties. If signed contracts are not completed and the work proceeds, the Customer and i-Tech accepts agreement and all terms. In the event Customer disputes the incorporation of certain terms and conditions related to this contract, Customer shall promptly provide i-Tech with its reasons, in writing. If Customer and i-Tech are unable to agree on the inclusion of any terms and conditions, either party shall have the right to terminate the SOW. I-Tech shall not delegate its responsibilities for the work without the prior written consent or approval of Customer. The Customer will provide approval by one of the following: Issuance of Purchase Order or Contract, Email Approval or acceptance of Quote Web Portal.
2. Change Orders. All change orders to the original SOW shall be in writing, and approved by customer and i-Tech before work is started.

Upon Customer's submission of an Change Order, i-Tech will promptly advise the Customer of the impact on cost and delivery schedule and will provide such additional information as will permit Customer to determine the reasonableness of the cost and delivery schedule impact. Customer and i-Tech will, in good faith, negotiate reasonable cost and delivery terms. I-Tech will promptly proceed with the Change Order upon written agreement of such terms in the Change Order.
3. Term. Subject to the provisions with respect to termination set forth in Section 16 Termination, herein, the term of the SOW for this installation is for thirty (30) days from the date on the cover page of the SOW.
4. Compensation. Customer shall be invoiced for Work as stated in the SOW which will set forth the acceptance criteria, if any, required to be satisfied prior to payment being made. Where no acceptance criteria are specified, such criteria shall be the full compliance of the Work with the SOW.
Where pricing is daily, i-Tech shall provide a written invoice to Customer for Work performed during the prior month and billing shall be recorded in increments of one day.
Where pricing is on a project basis, i-Tech shall provide a detailed invoice upon completion of the SOW, unless progress payments are agreed to be paid by Customer after milestone objectives are accomplished as noted in the SOW.
5. Expense Forms. i-Tech will charge Customer for i-Tech's reasonable and customary expenses while fulfilling the SOW. Upon request i-Tech will provide copies of applicable receipts.
6. Payment. Customer shall pay fees and expenses of i-Tech's within 15 days, unless specified otherwise in the SOW, after receipt of i-Tech's invoice. Customer shall notify i-Tech of any questions regarding any fees or expenses on i-Tech's invoice within 10 days of receipt of i-Tech's invoice, and the parties will work diligently and in good faith to resolve any billing questions or disputes. In the event Customer does not make payment by invoice due date, Customer excepts interest charge of 3% interest on balance. Interest will be assessed monthly until paid in full. If payments are not received by due date. i-Tech reserves the right to notify creditors, collection agencies or attorneys for collections.

All fees associated with collecting past due payment will be paid for by customer which could include collection agency fee, lawyer fees, labor associated with i-Tech communicating, emailing and mailing customer past due notices.
7. Non-Exclusive Services. During the term of the Agreement, i-Tech may provide its services to others, including competitors of Customer, provided that i-Tech's acknowledges that it is at all times subject to the terms and conditions of the SOW, including, without limitation, Sections 9 and 10 regarding confidentiality and proprietary rights, and that such other work does not conflict or interfere with i-Tech fulfilling its responsibilities for the SOW.
8. Equipment. Customer will furnish all equipment required for i-Tech to perform the Work to the extent specified in the SOW; in all other cases i-Tech will furnish its own equipment necessary to perform the Work.
9. Confidential Information. Customer recognizes and acknowledges that, during the course of its engagement with i-Tech, it or its employees and/or contractors will have access to valuable and important confidential and proprietary information of i-Tech, (collectively "Confidential Information") which includes, but is not limited to: i) Any technical information, design, process, procedure, formula, research, invention, methods, know-how or improvement and other data or documentation relating to the development, production, packaging, marketing, use and sale of the i-Tech products and services and any work specifically done for any client of i-Tech's that have not been made available to the general public; and ii) the business plans, financial information, or the listing of names, addresses or telephone numbers of and other



information relating to i-Tech's employees, which have not been published or disseminated or otherwise become a matter of general public knowledge; and iii) other proprietary information of i-Tech's or its clients. Excluded from such Confidential Information shall be: i) information which at the time of disclosure is, or without fault of Customer becomes, available to the public by publication or otherwise and (ii) information which Customer can show was in its possession at the time of disclosure or independently developed by it, without reference to i-Tech's information and was not acquired directly or indirectly from i-Tech. Customer acknowledges that unauthorized disclosure or misuse of Confidential Information will cause irreparable damage to i-Tech and that covenants by Customer not to make unauthorized disclosures of the Confidential Information are essential to the growth and stability of i-Tech. Therefore, Customer agrees that, except as authorized by i-Tech or as required by court order, law or regulation, in which case Customer will provide i-Tech with prompt notice for i-Tech to seek a protective order, Customer and its employees and contractors will not use or disclose any Confidential Information during the term of this Agreement and thereafter. Customer agrees that it is responsible for unauthorized disclosure and use of Confidential Information by its employees and contractors.

10. Proprietary Rights. All deliverables created hereunder, including, without limitation, development, modification or enhancement of systems, source codes, object codes, operating instructions, writings, information, data, formulae, models, drawings, photographs and design concepts, and all other inventions, discoveries, creations or documentation developed for or relating to Customer or its clients by i-Tech, including its employees and contractors, hereunder shall be and remain the sole and exclusive property of i-Tech's, depending upon the terms of the applicable contract, if any, between Customer and such client.
11. No Hiring. I-Tech and Customer agree not to hire, solicit or accept solicitation for the services of, through employment or otherwise, directly or indirectly, any of the other party's employees, agents or independent contractors with whom either has had direct contact in the course of any of the Work which is performed under the SOW throughout the term of the SOW and for a period of one year thereafter, without the express written consent of the other party.
12. Warranty. I-Tech warrants and covenants that the Work to be performed under the SOW hereto shall be performed in accordance with the SOW in a skillful, professional and first-class manner by personnel qualified and skilled to perform the duties assigned. After completing the Work, i-Tech does not warrant that all features or functionality of the product will be available as before, since customization may render some features or functions unavailable or inoperable.

i-Tech's base warranty covers workmanship and defect of services and products provided. Warranty does not cover acts of god, vandalism, customer modifications or adjustments to systems or settings, theft, fire damage, water damage, electrical surges, changes to wiring or systems by customer or customers contractors or associates. All equipment installed by i-Tech is covered under a 1 Year direct replacement by i-Tech. Any Warranties provided by i-Tech exceeding 1 Year are manufacturers warranties and only cover materials or equipment, not labor unless otherwise specified in the Scope of Work or Statement of Work.

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT HERETO, i-Tech DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

13. Future Releases. I-Tech does not warrant that the Work will function, in part or in full, on future releases of i-Tech's products. In addition, i-Tech does not warrant that the Work will function with new functionality of future releases. The Customer is responsible to test the Work in a test environment prior to upgrading from the release for which the Work was originally completed. If changes are required to the Work to allow it to function with a new release, i-Tech may charge for the time and resources required to perform the changes.
14. Limitation of Liability. EXCEPT WHERE ONE PARTY INDEMNIFIES THE OTHER UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDING LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE.
15. Indemnification. Customer shall indemnify, defend and hold harmless i-Tech for: i) Any damage or injury caused by or arising from the acts or omissions or misconduct of Customer, its employees or agents, in the performance of or relating to the Work for which i-Tech was retained by Customer ii) any breach by Customer of the SOW or this Agreement hereto, and iii) any claim of infringement of any patent, trademark, copyright, trade secret or other intellectual property right by any third party against the Customer related to or arising out of the Work provided by i-Tech.
16. Termination. Either party may terminate the SOW for any reason upon 30 days prior written notice to the other party. If either party pursuant to this Section terminates the SOW, i-Tech shall be paid for services rendered, products delivered, and expenses through the date of termination. I-Tech shall submit invoices in accordance with Section 4, Compensation.



17. **Notices.** Any notice required or permitted to be given under the SOW shall be sufficient if in writing, and shall be given by personal or commercial delivery service, by sending such notice by certified mail, postage pre-paid, or by facsimile with a confirmation copy by regular mail, to the other party at its address or facsimile number, as the case may be, set forth below or at such other address or facsimile number designated by notice in the manner provided in this Section. Such notice shall be deemed to have been received: if personally or commercially delivered, then upon the date of actual delivery; if mailed, then three (3) days after deposit in the mail; and if sent by facsimile, then upon transmittal with documented facsimile transmission confirmation.

18. **Taxes:** i-Tech has not included GST in quote unless Scope of Work or Statement of Work states Taxes are included. All Taxes will be figured and invoiced based on State and Local Tax rates.

19. **Work excluded:** The following added cost, work or activities are excluded unless otherwise included and spelled out in Scope of Work include: 120V power, Conduit Raceway, Cl Cable, wiring, pickup and delivery of customer equipment, equipment, devices, permits, permit fees, inspections, programming of customer equipment, RMA's of customer equipment, Hotels, Per Diem, modifications after completion of initial installation, parking cost, accelerated schedules,

20. **Delays:** i-Tech has not included cost for delays in work by others, restricted access, waiting on access or customer requirements not produced up front. In the event i-Tech is delayed in performing our duties, i-Tech will submit Change Order to Customer for time lost or delayed.

IF TO i-Tech	IF TO CUSTOMER
i-Tech Security and Network Solutions, LLC	
ATTN: Eric Tutton	ATTN:
9415 N. NC Hwy150	
Clemmons, NC 27012	
Email: eric@i-techsns.com	Facsimile No:

21. **General.** The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. The rights and obligations of Customer and i-Tech under this Agreement are not assignable by either party without prior written consent or approval of the other party. Notwithstanding Section 17-Order of Priority of this Agreement, this instrument contains the entire agreement of the parties and may not be changed orally but only by a written agreement signed by the party against whom enforcement of any waiver, change, or modification, extension or discharge is sought. This Agreement shall be interpreted and enforced in accordance with the laws of the State of North Carolina and/or Virginia. I-Tech and Customer agree that the provisions of Sections 10-Proprietary Rights, 11-No Hiring, 12-Warranty, 13-Future Releases, 14-Limitation of Liability, and 15-Indemnification hereof shall survive the termination of this Agreement.