

Standard Terms and Conditions

1. Terms and Conditions

This agreement is between MCD Solutions, Inc. and the client. By physically signing or digitally accepting the quotation, the client is also accepting the terms and conditions. MCD is to provide the client with the services described in this document. The client agrees to pay for those services upon the following terms, conditions, and qualifications:

2. Agreement Term

The term of the Agreement will begin on the date of the signed/accepted quotation (later referred to as "quote" or "quotation") and will remain in full force and effect until the date put forth in said quotation, then thereafter this agreement shall automatically renew in one year increments until either party provides 60 days written notice of non-renewal. Months will not be prorated. Billing will begin the 1st of the month following the quotation upon completion of the initial system setup.

3. Scope of Service

The scope of service includes all items listed within the quote.

4. Projects Out of Scope

Any service performed outside of the agreement terms within the quotation is considered out of scope and is billable according to MCD's standard rates. This includes, but is not limited to, the following:

- Hardware and software purchases, shipping charges, licensing, renewals, upgrades, installation of networking systems, programming, training, cabling and associated labor, and third party vendor or manufacturer support.
- Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.
- Work performed as a result of alterations to the system or network made by either the customer or any third party not authorized by MCD.

Such projects may require a deposit to cover either 50% of the project or the cost of all equipment, whichever is greater. The balance is due upon product arrival to customer's site.

5. Payment Terms

Equipment and services are billed as described in the signed/accepted quotation. Monthly fees will be due on the first of every month. MCD may require electronic payments via ACH, e-check, or credit card. If a physical payment is necessary, MCD will provide an accurate mailing address. The amount due is reflected within the signed/accepted quotation. All monthly invoices will be sent 15 days prior to the due date. For any payment made 10 days past the due date, a 2% late fee may be assessed. For any new managed service clients, a setup fee may be required before service can begin. This will be reflected in the quote. MCD may terminate any agreement with 7 days written notice in the event of the client's breach of its payment obligations, with such termination subject to an early termination fee equal to 75% of fees due for the remainder of the term.

6. Agreement Pricing

All pricing is reflected in the quotation. The pricing is based off of current workstations, servers, and other network devices. If the device count changes within the customer's network, MCD will adjust the monthly service fee to reflect the current per unit pricing. The customer must give written notice for any devices they do not want MCD to manage. If a device is not covered within the service agreement, all issues stemming from said device is considered billable as a project out of scope.

7. Rates and Hours

Any work performed outside of the quote shall be subject to MCD Solution's standard hourly labor rates. MCD's standard hours are Monday through Friday between the hours of 8:00 am to 4:30 pm CST, excluding holidays. Work is done with a one hour minimum. These rates apply whether service is provided remotely, on-site, or via telephone. Work performed outside of the aforementioned hours will be subject to billing at 1.5x the standard hourly labor rates with a 2 hour minimum. Work performed on MCD holidays are billed at 2.0x the standard hourly labor rates with a 2 hour minimum. MCD reserves the right to change its service rates with a 30 day written notice. Travel time to and from the client site will be invoiced at a flat rate of \$75 per hour. Travel time only applies if the trip is 40 miles or more. All efforts will be made to complete all work on the same day so as to minimize any potential travel time that the client is responsible to pay for. We do not guarantee that the customer will not have to pay travel time in cases where work cannot be completed on the same day.

8. Non-Solicitation

Unless otherwise agreed to in writing between the Parties hereto, client shall not solicit or otherwise entice or induce for employment (or the performing of services) any employee(s) or sub-contractor(s) of MCD, directly or indirectly.

9. Confidentiality

MCD documents, proposals, product literature, pricing quotations and general communications are proprietary and confidential and Client agrees to not divulge them to others outside their company. MCD likewise agrees Client data and information is confidential and agrees to not divulge them to others outside their company.

10. Limitation of Liability

Client agrees to indemnify, defend, and hold harmless MCD from any cause of action relating to this Contract, or any cause of action arising from the outcome of this Contract, including any and all actual, consequential, and incidental damages which may be occasioned by Client, its clients, its successors, or assigns.

MCD's sole warranty hereunder is to provide Services set forth in the signed/accepted quotation. All other warranties, express or implied, including without limitation any warranty of fitness for a particular purpose, are hereby disclaimed to the maximum extent permitted by law. MCD shall not be liable to the client for direct damages greater than the amount or price payable hereunder for its services. MCD shall also not be liable to the client for any special, indirect, incidental, consequential, or punitive damages arising out of or relating to this agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. MCD is not responsible for application or development acknowledged bugs or software glitches. Hardware warranties are as provided by manufacturers.

11. Termination

Client may terminate the Agreement without cause, upon thirty (30) days written notice; however, the Client shall pay in addition to any charges for Services used, damages equaling 100% of the remainder of any Agreements, actual expenses incurred by MCD to initiate or terminate the Services, any Installation Charges Waived, and any Discounts or Credits Granted.

12. Entire Agreement

This agreement contains the entire agreement between the parties regarding the subject matter herein, and supersedes any prior agreements or representations, whether oral or written. No agreement, representation or understanding not specifically contained herein shall be binding, unless reduced to writing and signed by MCD and the client.

13. Authorization

Client represents and warrants that the person signing this Agreement on its behalf is authorized to do so and may bind Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of Client.

14. Attorneys' Fees & Costs

In any action involving the enforcement or interpretation of this Agreement, the prevailing party, whether Client or MCD, shall be entitled to its reasonable attorneys' fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law.

15. Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

16. Arbitration & Governing Law

This Contract is executed under the laws of the State of Minnesota, United States of America, and the Parties hereto stipulate and avail themselves to the jurisdiction of the Hibbing courts and venue in St. Louis County, MN, and that the laws of the State of Minnesota shall govern any controversy hereunder.

Client agrees to be bound by the MCD Solutions Terms and Conditions and Service Level Agreement which MCD may change from time to time and without notice to Client.