



## **Standard Terms and Conditions**

Aegistech ("AEGIS") provides services including on site labor, system administration, software development, telephone support and remote administration of the Client's computer systems and networks.

**1. Assignment.** AEGIS agrees to provide to Client with technical personnel with such expertise as AEGIS shall determine is appropriate for any Assignment hereunder. The services to be performed by such personnel and the expected time frame for such performance shall be agreed to in advance of each Assignment by Client and AEGIS and shall be specified in a Scope of Work ("SOW") document duly executed by the parties. The Client has the option of terminating the services under any SOW at any time upon five (5) business days prior written notice.

**2. Site Rules.** AEGIS will observe Client's work-site rules. The Client agrees to notify AEGIS in writing, or orally confirmed in writing, promptly of any problem with AEGIS' personnel assigned to Client's tasks, including any problems with respect to the performance or conduct of such personnel.

**3. Confidential Information.** Each party shall treat confidential information of the other as set forth below. As used herein, "Confidential Information" refers to written information marked as "Confidential" or with a similar legend and disclosed by a disclosing party ("Disclosure") to the recipient ("Recipient"). Recipient shall not use or disclose Confidential Information of discloser unless permitted by this Agreement. Recipient shall protect Confidential Information against wrongful disclosure using efforts at least as stringent as those used to protect Recipient's own similar information, but in no event less than reasonable efforts. These obligations shall not apply to: (i) information available in the public domain; (ii) information known to the Recipient prior to disclosure under this Agreement; (iii) information received from a third party or independently developed by Recipient, without violation of this Agreement; or (iv) disclosure required by law.

**4. Intellectual Property.** For purposes of this Agreement, "Work Product" shall mean, collectively, all work product created, conceived, developed or first reduced to practice by AEGIS, either solely or in collaboration with others including, without limitation, designs, inventions, improvements, processes, computer programs, graphics, pictorial representations, user interfaces, functional specifications, reports and analyses which directly or indirectly arise out of AEGIS performance of the services and/or any tasks assigned to AEGIS by or on behalf of Client pursuant to this Agreement. Aegis shall own all right, title and interest in all Work Product, including without limitation all patentable subject matter. AEGIS licenses the use of such Work Product to Client, in consideration for the payment of all amounts due hereunder.

**5. Non-Exclusive.** Client acknowledges that AEGIS may provide the same or substantially the same services to other clients of AEGIS. Aegis acknowledges that Client may purchase similar services from other providers at any time during or after the Assignment. Nothing in this Agreement or otherwise shall preclude or restrict AEGIS from applying elsewhere any skill, expertise and general knowledge learned or developed as a result of activities under this Agreement.

**6. Non-Solicitation.** Client agrees not to solicit or otherwise interfere with the employment of any AEGIS personnel involved in any Assignment under this agreement, and not to hire any of AEGIS' personnel, involved in any Assignment under this agreement, directly as an employee, or indirectly as a contractor, independent contractor, or as an agent of another vendor, while AEGIS is providing services under any SOW and for a period of one year after the conclusion of such work.

**7. Charges and Payment.** AEGIS will submit invoices bimonthly in accordance with the applicable SOW for services performed. All payments are due within thirty (30) days after the invoice date and Client shall pay interest at the rate of 1.5% per month on amounts overdue. Client shall be responsible for expenses and costs (including attorneys fees) incurred by AEGIS in collecting amounts due under this Agreement. AEGIS will assume responsibility for, payment of all federal, state and local taxes and/or contributions imposed or required under workers compensation, unemployment insurance, Social Security, and income tax laws with respect to AEGIS and the personnel assigned by AEGIS engaged in the performance of this Agreement. Client shall pay all taxes imposed on any transactions under this Agreement, except for taxes based upon AEGIS income. Client shall reimburse AEGIS for any out-of-pocket expenses, approved in advance by Client, incurred by AEGIS in performing under this Agreement.

**8. Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR SAVINGS), EVEN IF ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL AEGIS' LIABILITY IN CONNECTION WITH A PRODUCT OR SERVICE EXCEED THE AMOUNT PAID TO AEGIS FOR SUCH PRODUCT OR SERVICE. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF AEGIS, FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, EXCEED THE PAYMENT RECEIVED BY AEGIS FROM CLIENT.

**9. Warranty.** AEGIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AEGIS does not warrant that any product or service provided under any SOW will meet the Clients requirements or that Client's operation will be uninterrupted or error-free. **THE PRODUCTS AND ALL SERVICES UNDER ANY SOW ARE PROVIDED BY AEGIS "AS IS"**. The entire risk as to the quality and performance of any product or service provided shall be with the Client.

**10. Insurance.** AEGIS shall, at its own cost and expense, obtain and maintain in full force and effect, with sound and reputable insurers, during the term of this Agreement, the following insurance: (a) Workers' Compensation and Disability Insurance for at least a minimum of statutory amounts, including Employer's Liability Insurance with a minimum limit of \$100,000; and (b) Comprehensive General Liability Insurance with minimum single limit coverage of \$1,000,000 and an aggregate limit of \$2,000,000; AEGIS shall provide Client with certificates of insurance evidencing the above insurance within ten (10) calendar days of Client's request for such certificates.

**11. General.** (a) New York law shall apply to this Agreement, notwithstanding any contrary conflicts of law provisions, and New York, New York shall be the forum for any action arising out of this Agreement. (b) Client may not assign this Agreement in whole or in part without consent of AEGIS, which consent shall not be unreasonably withheld. AEGIS may assign this Agreement to a successor in interest, and may subcontract obligations provided that AEGIS remains responsible for performance by such subcontractor; any other assignment shall require consent of Client, which consent shall not be unreasonably withheld. (c) In no event shall AEGIS be liable or in default as a result of failure to perform or delay in performance resulting from acts of God, failure of suppliers, strikes, or other circumstances beyond its reasonable control. (d) In the event that Client fails to pay any amount due within five (5) days after written notice, AEGIS shall have the right to terminate work under any SOW, in whole or in part, without prejudice to any other right or remedy available to AEGIS. (e) No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. (f) Any notice, request, consent, waiver or other communication required or permitted to be given hereunder shall be effective only if in writing and shall be deemed sufficiently given only if delivered in person or sent by certified, registered or overnight mail, postage prepaid, return receipt requested, addressed as to the notice address on the first page of this Agreement or to such other person or address as either party may designate by notice given to the other party as provided herein and such notice, request, consent or communication is received. (g) Any provision which would by its nature be expected to survive termination of this Agreement, including, without limitation, Sections 3, 4, 5, 6, 7, 8, 9, and 11 shall so survive. (h) Any contrary or additional terms, including without limitation, Client's purchase order terms, are void unless accepted in writing by both parties.