

1) Description of Services.

- a) Reference separate CONRES Quote or CONRES Statement of Work.

2) Payment Terms.

- a) All amounts billed to Customer shall due and payable within granted and approved credit terms at time of sale.
- b) CONRES will invoice Customer for work performed as defined within the Cost Summary Section of the applicable CONRES **Quote** or Statement of Work ("**SoW**").

3) Taxes.

- a) Customer shall be responsible for the payment of any and all Federal, state and local taxes due in connection with the performance of the services, except for corporate income taxes of CONRES. Such taxes will be added to CONRES's invoices, as may be required by law, and shall be paid by the Customer.
- b) If the Customer claims an exemption from its obligation to pay any such taxes, it shall be Customer's responsibility to provide CONRES with a valid tax exemption certificate.

4) Confidential Information.

Customer acknowledges that CONRES does not wish to receive from the Customer any information which may be considered confidential or proprietary in nature. Customer represents and warrants that no information will be provided to CONRES that is confidential or proprietary to Customer or any of its affiliates or authorized channels or any third party. CONRES will not be obligated to retain in confidence or in any way restrict the use by CONRES of any such information. In the event it becomes necessary to exchange information that is deemed confidential or proprietary to the Customer or CONRES, such exchange shall not occur prior to the execution of a written confidentiality agreement or shall occur at the risk of the Customer.

5) Relationship of the Parties.

- a) Neither party is the other party's legal representative or agent for any purpose.
- b) Neither party has any authority to and shall not make any warranties or representations or create any obligations on behalf of the other party.

6) Hiring CONRES Employees or Representatives of CONRES.

- a) Unless otherwise defined within a Quote or SoW, during the term of this agreement for services and during the **One (1) year period** following the termination (for any reason) of this Agreement. Customer agrees not to hire or solicit the employment of any employee, agent, representative, independent contractor or subcontractor of CONRES (an "Engaged Party").
- b) If Customer hires an Engaged Party in violation of such restriction, Customer shall be responsible for liquidated damages equal to **thirty percent (30 %)** of the Engaged Party's annual base salary.

- c) Customer agrees and acknowledges that the restrictions and amounts of damages set forth in this Section are reasonable and necessary in order to protect CONRES's legitimate business interests.

7) Warranty

- a) CONRES represents and warrants that the Deliverables and Services shall:
 - i) Be free from defects in materials and workmanship;
 - ii) Conform to and perform in accordance with the applicable Specifications; and
 - iii) Comply with all applicable laws.
- b) CONRES warrants that services will be performed in a first class, workmanlike manner, in accordance with an official CONRES Quote or Statement of Work. Customer's remedy for non-conforming work, which must be reported in writing to CONRES within thirty (30) days from the completion date of the services(s), is for CONRES to re-perform the non-conforming work at no added expense to Customer.
- c) The foregoing warranties shall not apply to Services or Deliverables that are modified by anyone other than CONRES or its agents (except as authorized by CONRES).
- d) CONRES DISCLAIMS ANY AND ALL OTHER WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, ARISING, WITH RESPECT TO THE PRODUCTS OR SERVICES DELIVERED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

8) Software Network.

If so provided under a specific Quote or Statement of Work, CONRES will perform the installation and setup of network-based applications provided by CONRES. Unless otherwise indicated, default configurations for the software will be used. In this regard, it will be necessary for Customer to fully disclose all existing applications requirements and compatibilities for inclusion in one or more Schedules for Services. If Customer fails to disclose existing applications requirements and compatibilities, CONRES may not be able to provide for the operation of existing applications on the network or maintain the compatibility of any software with existing hardware or software. In all events, CONRES shall not be responsible for any failure or incompatibility involving or arising from the materials, documentation or functioning of any existing software or hardware; accordingly, additional steps may be necessary to complete the installation of software and/or setup of Customer's network, at Customer's sole cost and expense. CONRES will verify the operation of Customer's new network based applications from each individual node.

9) Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS SCHEDULE FOR SERVICES, CONRES MAKES NO WARRANTIES CONCERNING ANY SERVICES OR WORK TO BE PERFORMED HEREUNDER AND CONRES EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONRES SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO ANY OBLIGATIONS TO CUSTOMER OR THIRD PARTIES FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, RELATIVE TO LOSS OF DATA, LOSS OF USE OF ANY EQUIPMENT OR GOODS, NETWORK DOWNTIME COSTS, OR FOR LOSS OF PROFIT OR REVENUES ARISING THEREFROM), NOT WITHSTANDING CONRES'S MAXIMUM LIABILITY CAN NOT EXCEED THE FEES PAID TO CONRES UNDER THE SPECIFIC QUOTE OR SOW TO THAT WHICH THE LIABILITY MAY APPLY.

10) Indemnification.

CONRES and the Customer shall indemnify, defend and hold each other harmless from and against any and all suits, claims, losses, demands, debts, obligations and liabilities arising pursuant to a breach or threatened breach by including officers, directors, employees, agents, independent contractors and representatives of this Agreement, including, without limitation, all damages, costs, expenses, and reasonable attorneys' fees, costs and expenses (including, without limitation, settlement costs) incurred in connection with this Agreement for Services.

11) Insurance.

- a) CONRES shall maintain at its own expense such insurance as will protect the Customer from claims for damage for bodily injury, including death, and for property damage which may arise from CONRES activities under this Agreement for Services at the address of Customer set forth on the applicable Quote or SoW, whether such activities are performed by CONRES or by any subcontractor or anyone directly or indirectly under their control.
- b) Workers' Compensation Insurance in compliance with the Workers' Compensation and Occupational Disease Acts of the State wherein the services are to be performed, if such act requires part or all of CONRES liability to employees for occupational accidents or diseases to be satisfied by such insurance.
- c) Comprehensive General Liability Insurance with limits of liability of not less than \$1,000,000 for each occurrence combined single limit for bodily injury, including death and property damage.
- d) Comprehensive automobile liability insurance (including hired car and non-ownership liability insurance, if any automobiles or trucks will be hired by CONRES or if CONRES employees will use their personally owned vehicles in the business of CONRES) with limits of liability of not less than \$1,000,000, each occurrence combined single limit for bodily injury, including death and property damage.
- e) Upon request, CONRES agrees to provide evidence of such insurance to Customer.

12) Interest on Late Payments; Costs of Collection.

- a) Interest shall accrue on any amounts due CONRES that are not paid within thirty (30) days from the date of invoice at a per annum rate of interest equal to eighteen percent (18%) or the maximum per annum rate of interest that may be charged by law. In the event of a late payment, interest charges shall be assessed from the date of the invoice (i.e., the date the invoice was rendered), without notice to the Customer.
- b) In the event it becomes necessary to take legal action to enforce the terms of this agreement, including, but not limited to, the collection of any and all sums, including interest and/or late charges, due from Buyer in connection with this invoice, then Buyer shall pay all of CONRES's legal costs and expenses, including attorney's fees actually incurred by CONRES, in connection with said legal action.

13) Notice.

- a) All notices required or permitted hereunder shall be in writing and shall be deemed sufficiently given if mailed by registered, certified, or Express Mail, or sent by Federal Express, postage or corresponding charge prepaid, addressed to the party to be notified, at its address as set forth on the applicable Quote or SOW.
- b) Any notice given in conformity with subsection (a), above, shall be deemed given and effective on the third (3rd) day after deposit in the regular mail; upon the scheduled day of delivery if by Express Mail or Federal Express; or upon confirmed telefaxing/copying.

14) Governing Law; Resolution of Disputes.

This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to its conflicts of law principles. At the election CONRES, acting in its sole discretion, any disputes arising from this Agreement for Services shall be resolved either (1) through mandatory arbitration before a single arbitrator selected by the parties in accordance with the rules of the American Arbitration Association, to be conducted at the Boston chapter of the American Arbitration Association, or (2) in the Federal or state courts of said Commonwealth, at any venue in which CONRES maintains an office. The costs of arbitration shall be borne by Customer.

15) Force Majeure.

Neither party shall be in default or liable for any delay or failure to perform any of its obligations under this Agreement for Services if such delay or failure arises directly or indirectly out of an act of God, acts of a public enemy, freight embargoes, strikes, quarantine restrictions, unusually severe weather conditions, insurrection, riot, and other such causes beyond the control of the party, provided that, if such is possible, the party whose performance is excused notifies the other party.

16) Waiver.

The failure by a party to enforce any of its rights under this Agreement for Services on one or more occasions shall not be a waiver, or be deemed to be a waiver, of any of such party's rights on any other occasion, or of any other of such party's rights under this Agreement.

17) Amendment.

No amendment, modification or waiver of any of the provisions of this Agreement shall be valid unless signed in writing by an authorized representative of the party to be charged.

18) Assignment.

This Agreement for Services shall inure to the benefit of CONRES, its legal representatives, successors and assigns, and to the benefit of Customer. Customer may not assign any of its rights or liabilities under this Agreement for Services and any such attempted assignment shall be invalid.

19) Section Headings.

The section headings in this Agreement are included for convenience and reference only and shall not constitute a part of this Agreement for Services for any other purpose.

20) Entire Agreement.

This Agreement for Services supersedes any prior agreements between the parties hereto and contains the entire agreement with respect to the subject matter hereof. There are no other representations, inducements promises or arrangements with respect to the subject matter hereof.

21) Termination.

- a) Either party may terminate this Schedule for Services at any time by giving the other party written notice of termination, provided such notice shall be given at least thirty (30) days prior to the effective date of termination of this Agreement for Services.
- b) CONRES may terminate this Agreement for Services immediately by giving the Customer written notice of termination due to the occurrence of one or more of the following events:
 - i) (a) The Customer for any reason ceases conducting business; (b) a change of beneficial ownership or control of the Customer; (c) the death or incapacity of the Customer (if applicable); (d) the termination of existence, merger, consolidation, dissolution, winding-up or liquidation of Customer; (e) the entry of an order for relief or similar order with respect to Customer in any proceeding pursuant to Title 11 of the United States Bankruptcy Code, or Customer shall be subject to any proceeding under any other federal or state bankruptcy or insolvency laws or makes or contemplates making an assignment of its assets or similar accommodations for the benefit of its creditors; or (f) the breach or failure of Customer to observe any material provision of this Agreement for Services, including, without limitation, to pay any amounts when due to CONRES under this Agreement.
- c) **Sections 2, 6, and 10** of this Agreement and Customer's payment obligations shall survive the termination (for any reason) of this Agreement for Services.