

ICS Solutions, Inc. / Rhino Group Standard Terms

Introduction

At ICS Solutions we want to make it as easy as possible to do business. We believe in the old fashioned hand shake, yet we need to make sure that our companies are on the same page with contracted work. To avoid any misunderstandings, our services are governed by these Standards Terms (also referred to as "this Agreement" or "the Agreement").

The configurations, installation, setup, and optimization of computer equipment and development of websites or custom applications are based upon past jobs and experiences of implementing this type of equipment or service. Due to the technical nature of the work, time estimates are presented to give you as close of a realistic picture of the scope of the work to be performed. All times quoted are estimates and are subject to change based upon the details of the work being performed.

1. **Rates:**

- A. IT Consulting Regular - \$145/hour
- B. IT Consulting Emergency/After Hours -\$175/hour
- C. Website Development - \$145/hour
- D. Custom Application Development - \$175/hour

2. **Working Relations & Obligations:**

A. **General**

[1] Payment for satisfactory services will be made within 30 days from the date shown on the applicable invoice. In the event that services are unsatisfactory, Client will provide written notice to ICS of that fact within 15 days of date of delivery or such services shall be deemed satisfactory.

[2] Accounts 30 days and overdue will be assessed a finance charge of either 1.5 % per month at an annual percentage rate of 18 % to be applied to the unpaid balance or the maximum amount permissible under applicable law, whichever is lesser.

[3] All quotes are valid for 30 days. Beyond this time availability and pricing of equipment cannot be guaranteed.

[4] ICS cannot be held liable for failure to perform services due to any events beyond its reasonable control including but not limited to acts of nature and power or other service outages.

[5] All fees must be paid in US Dollars.

B. **IT Consulting**

[1] Minimum On-site billing is 1 hour, plus applicable travel expense.

[2] All projects require a 50% deposit from the Client before work will begin.

[3] Shipping costs for hardware purchases are invoiced separately, and applicable taxes on hardware are not shown on quotes, but are due in accordance with the law as it applies to your company.

[4] It is the further responsibility of the Client to be certain that all backups are performed and in good working order. If Client is unsure of backup conditions or reliability it is the responsibility of the Client to say something prior to ICS technicians working on systems, networks and computers.

[5] ICS will not be liable for system failures while working on Client's equipment resulting in lost data or data integrity for any reason.

C. Website Design & Hosting

[1] All website development projects require a 50% deposit from the Client before work will begin unless otherwise noted in project contract.

[2] The remaining balance is due within 30 days of Beta presentation of website.

[3] ICS invoices 1 month in advance on all hosting services. Please note that hosting services are invoiced as soon as your website project begins, including hosting charges for ICS development and testing servers.

[4] Rates are subject to change upon ICS's notice to Client.

[5] ICS is not responsible for errors in key numbers or the accuracy of content; therefore the website should be proofread and checked by the Client.

[6] All copy and accompanying photos are subject to ICS's approval. ICS is not responsible for lost photos, slides or other materials.

[7] ICS reserves the right at any time or for any reason to decline any copy or photography that is inappropriate in nature.

[8] Upon termination, cancellation or account delinquency, ICS is not responsible for any electronic data regarding your website after 15 days.

[9] Any website hosted by ICS will be automatically suspended on the 90th day of a past-due invoice. A \$250 re-activation fee will occur to bring the website back online.

[10] ICS cannot guarantee search engine placement. Overall results may vary for each Client.

[11] An FTP authorization form must be signed and returned to ICS prior to access being granted.

[12] In developing a website for Client, ICS may incorporate ICS's proprietary web modules ("ICS Web Modules"). Any such incorporated ICS Web Modules are licensed to Client on a non-exclusive basis. Upon termination of this Agreement, client may transfer the ICS Web Modules to a new host solely for use in within the context of the website built by ICS.

[13] Under no circumstance will source code for ICS Web Modules be provided or sold.

[14] Reproduction of ICS Web Modules is strictly prohibited. Client warrants that it shall not: (i) misappropriate any part of the ICS Web Modules or modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect of ICS Web Modules; (ii) damage or tamper with any part of the ICS Web Modules or ICS's servers or systems; (iii) breach or attempt to breach any ICS security measure; or (iv) access the ICS Web Modules or ICS hosting services in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics embodied in the proprietary website modules. Any improvements, enhancements or modifications to the ICS Web Modules or other website modules or hosting services that are created, suggested or requested by Client shall be automatically assigned to or otherwise owned exclusively by ICS.

[15] ICS back-ups are done weekly. ICS is not responsible for any loss of data that occurs after a backup has been performed. ICS encourages all clients to keep a copy of website data off site as well. If more routine backups are necessary please contacts us for a higher level of service.

3. **Term and Termination**

A. **Term.** The term of this Agreement will commence on the Effective Date and will remain and continue in effect, unless terminated, as provided hereunder.

B. **Termination.** This Agreement may be terminated in whole or in part by either Party (the "non-breaching party") upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the "breaching party"): (i) the breaching party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching party regarding the cure thereof; or (ii) any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party's creditors.

4. **Warranties:** Client represents, warrants, and covenants: (i) that it will not utilize ICS's services provided hereunder or any website hosted for Client to engage in tortuous or illegal activities, including, without limitation, the dissemination, storage or display of pornography, defamatory material, computer viruses or other harmful software, or any materials that misappropriate or infringe any third party's intellectual, proprietary, or other property rights,; (ii) that it will abide by all laws, rules,

regulations, and self-regulatory principles that are applicable to it; (iii) it shall post on its respective website hosted by ICS a privacy policy that is in compliance with all applicable laws, rules and regulations and that adequately sets forth the Client's use of data in its possession or control; and (iv) that it owns or has permission to use, store, transmit and display all materials on any website hosted for Client. If ICS reasonably believes Client is breaching any of these material warranties, ICS may remove or disable access to all or any portion of the website without notice to Client and may terminate this Agreement for cause. This section shall survive termination or expiration of this Agreement but only for such time and to the extent necessary for ICS to enforce its rights under the Indemnification section.

5. **Warranty disclaimers:** ICS EXPRESSLY PROVIDES ALL PRODUCTS AND SERVICES "AS-IS" AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ICS WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF ANY SUCH WARRANTY. ICS DOES NOT WARRANT AGAINST INTERFERENCE WITH ENJOYMENT OF THE PRODUCTS OR SERVICES, THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR THAT THE OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

6. **Confidentiality:** "Confidential Information" means the this Agreement and its contents, the ICS Web Modules, any non-public information relating to or derived from the ICS Web Modules, any information related to any ICS services provided hereunder, any other technical features and benchmark or performance results from the products or services provided by ICS, or any other information or records, regardless of whether in electronic or hard copy form, that a reasonable person, given the nature of the information or the circumstances of its disclosure, would know or should know would be deemed confidential by ICS. Client shall not use or disclose any Confidential Information except as expressly authorized in writing by ICS and shall protect the Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. This Confidentiality section shall survive expiration or termination of this Agreement.

7. **Indemnification:** Client agrees to indemnify, hold harmless and defend ICS, its affiliates, licensors and suppliers, and each of their respective directors, officers, employees, contractors, subcontractors and agents from and against any cost, expense, claim or liability, including, without limitation, reasonable attorney's fees and costs, arising from or relating to Client's breach or alleged breach of its warranties or other obligations under this Agreement (each, a "Claim"). Client agrees that it shall not settle or take any other action with respect to a Claim without ICS's written consent. ICS may participate in the defense of any Claim through counsel of its own choosing. This Indemnification section shall survive expiration or termination of this Agreement.

8. **Limitation of Liability:** IN NO EVENT SHALL ICS BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, WASTED EXPENDITURE, LOSS OF DATA, COST OF COVER FOR REPLACEMENT OR SUBSTITUTE GOODS OR SERVICES, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF ICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ICS'S TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO ICS HEREUNDER FOR THE ONE (1) YEAR PERIOD PRIOR TO ANY ACT OR OMISSION GIVING RISE TO ANY POTENTIAL LIABILITY. ICS AND CUSTOMER BOTH EXPRESSLY ACKNOWLEDGE THAT THE

FOREGOING LIMITATIONS ON LIABILITY ARE A FAIR AND REASONABLE COMPROMISE AND WAIVE ANY RIGHT TO LATER CHALLENGE THEM AS UNREASONABLE, UNCONSCIONABLE OR OTHERWISE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

9. **Employee Protection:** Client undertakes and agrees that during the term of the Agreement and, in the event of the expiration or termination of the Agreement for any reason whatsoever, for a period of one (1) Year thereafter, Client will not, directly or indirectly, solicit or hire an employee or consultant or former employee or former consultant of ICS to provide services to or for Client or an affiliate of Client, whether as an employee, contractor, consultant or otherwise. Client recognizes that ICS's employees and consultants are one of its most valuable assets and that ICS has invested a substantial amount of time and resources in training such employees and consultants. If Client breaches this no solicitation\ no hire covenant, it may be difficult to ascertain the precise amount of ICS's damages. In addition to any other rights and remedies that ICS may have, Client will pay ICS for breach of this non solicitation\ no hire provision a sum of liquidated damages equal to the amount of the fee that ICS earned from the Client during the most recent twelve (12) month period during which the ICS provided services to such or Client or former Client. If services were not so provided for a full 12 months, liquidated damages shall equal an annualized amount of the fees actually charged for services during the partial 12 month period that services were provided. Client and ICS both agree that the amount established hereunder as liquidated damages is reasonable under the circumstances existing as of the time of execution of this Agreement. In addition, Client agrees that irreparable injury would result to ICS in the event of a breach of this no solicitation\ no hire covenant by Client, and therefore Client agree that ICS, in addition to any and all other remedies and damages which may be available at law or in equity, will be entitled to a temporary restraining order, preliminary injunction, permanent injunction and any and all other injunctive relief should Client breach, threaten to breach or attempt to breach such covenant of this Agreement.

10. **General Provisions:**

A. These Standard Terms and any written proposals or invoices issue by ICS Solutions referencing these Standard Terms schedules hereto constitute the entire agreement of the Parties relating to the purchase of the subject products or services from ICS and supersede all prior representations, proposals, discussions, and communications, whether oral or in writing.

B. These Standard Terms may only be modified in writing, which modifications shall be duly signed by authorized representatives of the Parties.

C. Client may not transfer or assign, in whole or in part, this Agreement or any of its rights or obligations under this Agreement to any third party without the prior written approval of ICS.

D. To the extent the terms of any proposal or invoice issued by ICS Solutions conflict with these Standard Terms, these Standard Terms will prevail unless such proposal or invoice evidences a clear intent to supersede or modify these Standard Terms.

E. ICS is an independent contractor of Client, and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties or any agent of ICS. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as federal and state income tax

withholding, Social Security taxes, and unemployment insurance applicable to such personnel as employees of the applicable Party.

F. ICS may disclose the fact that Client is a customer of ICS and may use Client's logo and trademarks on ICS's website and in its sales or marketing collateral.

G. If any provision of this Agreement shall be held illegal or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions.

H. If (1) invoices issued under this Agreement are not timely paid in accordance with this Agreement or (2) Client is in breach of Sections 2(c), 4, 6, or 9, and ICS initiates suit against Client or otherwise incurs legal fees or collections costs because of such non-timely payment or to enforce its rights related to Client's breach or breaches of the foregoing sections, ICS shall, in addition to all other remedies provided by law, be entitled to recover its costs and expenses incurred in connection therewith, including recovery of reasonable attorney's fees. This Agreement will be governed by the applicable laws of the State of Illinois, USA, excluding any conflict of laws rules that may apply in such state.

I. By authorizing IC Solutions to provide services, you hereby agree to be bound by these Standard Terms.

J. This Section 10 shall survive expiration or termination of this Agreement.