



Terms and Conditions

1. Term. The term of this Agreement shall begin on the “Start Date” and shall continue until “End Date”. Please refer to the Payment Term and Schedule of the OneIT quote. The Agreement shall automatically renew to a one-year agreement at the “End Date” unless otherwise modified pursuant to the provisions of this Agreement unless terminated by either party.

2. Equipment: Unless otherwise stated, any equipment in conjunction with this agreement is owned by Virtualized Financial and or its assignee and will be rented to customer. If agreement is terminated before listed “end date”, for any reason, all remaining payments in connection with equipment will be due in full. Customer/Reseller will also return to Virtualized financial said equipment or must make equipment available for collection personnel in good working condition from its original deployed location. Equipment must remain where its contracted for use. Contracted equipment may be moved from its original, intended location only with mutual written communications by both parties.

3. Payment- All payments will be payable to the ACH account listing on your invoice OR: OneIT Inc. P.O. Box 2088 Mount Vernon Ohio 43050-7288 unless otherwise directed on the Agreement for leasing arrangements. “Delivery of Service” is defined as the first physical action connecting the client to service outlined in the Statement of Work. If new hardware is part of the solution billing will commence no later than the first scheduled date OneIT physically arrives onsite to perform its initial installation.

4. Compensation. Customer (defined in the quote or Invoice) shall compensate Company (OneIT) for the Services in accordance with the terms and payment schedule set forth on the in the agreement. Customer shall make payments to Company in accordance with such payment schedule due on receipt of an invoice, provided that the invoice reflects the appropriate amount for payment and detail for Services performed or pre-approved expenses incurred. Customer shall also pay any sales, use, value-added, or other tax or charge imposed by any governmental entity upon the sale, use or receipt of the Services. Late payments shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by applicable law, whichever is lower. In the event of payment default by Channel Partner or Value Added Reseller past due 60 days or greater Company (OneIT) can contact the end user to request direct payment to continue contracted services as a cure or remedy in lieu of Termination of Services. Except as expressly set forth in this Agreement, Customer shall be responsible for all expenses incurred by Company (OneIT) under this Agreement.

5. Installation. To the extent that any products or materials are to be installed by Company, Company shall install such products or materials as specified in this Agreement. Installation dates are estimates only. Customer shall be responsible for preparation and maintenance of the site for such installation, including, but not limited to, providing necessary electrical power and communication lines, proper air conditioning, and humidity control.

6. Warranties. Company hereby warrants that the Services provided, and any products or materials installed by Company shall be performed or installed by Company in a workmanlike manner, consistent with generally prevailing industry standards, and in compliance with the requirements of this Agreement.

7. Termination. The parties hereto may terminate this Agreement as follows: (0) Minimum 60 days written notice prior to “End Date” of current agreement to support@youroneit.com, (1) by mutual, written consent of the Parties; (2) by Company, if Customer fails to pay to Company or its leasing agent any payments under this Agreement when due; (3) by either Party upon 60 days written notice if the other Party hereto materially breaches any term of this Agreement, and further provided that such breaching party shall fail to cure said breach within such period; (4) by either Party hereto upon written notice to the other Party hereto if a proceeding is brought by the other Party in any court or under supervision of any court-appointed officer under any federal or state bankruptcy, reorganization, rearrangement, insolvency or debt readjustment law, or if any such proceedings are instituted against the other Party and it fails to obtain dismissal of such proceeding within 60 days after the same has been instituted

8. COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED ON ITS OWN REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH SUCH PRODUCT.

9. EXCEPT AS STATED IN THIS AGREEMENT, COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, INTEROPERABILITY, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. COMPANY DOES NOT WARRANT THE WORK AND SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED AND/OR ERROR FREE. COMPANY DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AGAINST LOSS OF DATA, SECURITY BREACHES, THIRD PARTY INTERRUPTION OR INTERFERENCE WITH DATA OR NETWORKS, AND EXPOSURE OR RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION, REGARDLESS OF CAUSE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF CUSTOMER, AND DO NOT EXTEND TO ANY THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER ACKNOWLEDGES THAT COMPANY SHALL BEAR NO RESPONSIBILITY FOR THE PERFORMANCE, REPAIR OR WARRANTY OF ANY OF CUSTOMER’S SOFTWARE, HARDWARE PRODUCTS OR SERVICES PROVIDED TO CUSTOMER OR BY A THIRD PARTY, UNLESS OTHERWISE SET FORTH HEREIN.

10. All warranties set forth in this Agreement shall be null and void if the products or materials manufactured or created or provided by Company are: (1) altered, modified or repaired by persons other than Company or persons approved by Company, including, without limitation, the installation of any attachments, features or devices not supplied or approved by Company; (2) misused, abused or not operated in accordance with specifications of Company or the manufacturers or creators of the products or materials by persons other than Company or persons approved by Company; or (3) subjected to improper site preparation or maintenance by persons other than Company or persons approved by Company. Company shall not be responsible for any mal- function, non-performance or degradation of performance of any products or materials manufactured or created by Company caused by or resulting directly or indirectly from installation by Customer, any alteration, modification or repair that was not made by Company or persons approved by Company or any causes external to such products or materials, such as, but not limited to, power failures and surges. Customer shall comply at all times with

all applicable specifications, laws, regulations and ordinances relating to its use of such products or materials. To the extent that such products or materials are manufactured or created by any third party, the warranties related to such products or materials come solely and exclusively from such third-party Terms and Conditions.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER, ANY EMPLOYEE, AGENT OR CONTRACTOR OF CUSTOMER, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. COMPANY'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY PURSUANT TO THIS AGREEMENT FOR THE SERVICES DURING THE PRECEDING TWELVE (12) MONTHS

12. Confidentiality. "Confidential Information" of a party hereto shall be deemed to include all information, materials and data disclosed or supplied by such party ("Disclosing Party") to the other party hereto receiving such information ("Receiving Party"), if disclosed in written or other tangible form or electronically,

13. The following information shall not be considered Confidential Information hereunder: (1) information of Disclosing Party that is or becomes generally known within the relevant industry through no wrongful act or omission of Receiving Party or breach by Receiving Party of its obligations under this Agreement; (2) information which Receiving Party can establish and document by contemporaneous written proof was in the possession of or known by such party prior to its receipt of such information from Disclosing Party, without any obligation of confidentiality to Disclosing Party; (3) information that is rightfully disclosed to Receiving Party by a third party with no obligation of confidentiality to Disclosing Party; and (4) information which is independently developed by Receiving Party without use of or reference to Confidential Information of Disclosing Party, with Receiving Party bearing the burden of proving such independent development

14. Confidential Information of Disclosing Party may not be used by Receiving Party for any purpose except in the performance of Receiving Party's obligations on behalf of Disclosing Party under this Agreement. Receiving Party shall maintain the confidentiality of all of Disclosing Party's Confidential Information disclosed to Receiving Party hereunder and shall not disclose such Confidential Information to any person or entity, except as provided in this Agreement

15. To the extent Receiving Party is required to disclose Confidential Information of Disclosing Party pursuant to any court or regulatory order, Receiving Party shall promptly notify Disclosing Party in writing of the existence, terms and circumstances surrounding such disclosure so that Disclosing Party may seek a protective order or other appropriate remedy from the proper authority. Receiving Party agrees to co-operate with Disclosing Party in seeking such order or remedy. Receiving Party further agrees that if Receiving Party is required to disclose Confidential Information of Disclosing Party,

Receiving Party shall furnish only that portion of Confidential Information that is legally required and shall exercise all reasonable efforts to obtain reliable, written assurances that confidential treatment

shall be accorded.

16. Receiving Party shall promptly return to Disclosing Party all correspondence, memoranda, papers, files, records and other tangible materials embodying Disclosing Party's Confidential Information or from which such information may be derived, including all copies, extracts or other reproductions thereof, when Receiving Party no longer needs such Confidential Information to accomplish the performance of Receiving Party's obligations on behalf of Disclosing Party under this Agreement or when Disclosing Party requests its return, whichever occurs first, or certify to Disclosing Party that all such materials have been destroyed if Disclosing Party requests such destruction.

17. Upon termination or expiration of this Agreement, for whatever reason, each of the parties hereto shall immediately cease using any and all Confidential Information of the other party hereto, unless specifically authorized in writing by such other party, and shall promptly return to such other party any and all of such information in its possession, and shall not publish or reveal, use or divulge, directly or indirectly, any of such information unless specifically authorized, in writing, by such other party. Without limiting the generality of the foregoing, the obligation to promptly return Confidential Information shall include, but not be limited to, the obligation to promptly erase any and all of such Confidential Information, and all images, compilations, copies, summaries or abstracts of such information, from computer storage, systems and related storage devices, tools and servers.

18. Non-Solicitation. During the term of any Service Agreement, and for a period of 12 months thereafter, each Party agrees not to, directly or indirectly, solicit, recruit or employ any employee of either Party without the prior written consent of the other.

19. Equitable Relief. A breach of Section 10-16 or Section 17 hereof by a party hereto cannot reasonably or adequately be compensated in damages in an action at law and shall cause irreparable harm and significant injury and damage to the other party hereto. By reason thereof, the non-breaching party shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to seek and obtain immediate preliminary, interim and permanent injunctive or other equitable relief to prevent or curtail any actual or threatened breach of such Sections.

20. Notices. All notices, demands and communications required or permitted in connection with this Agreement shall be in writing and shall be deemed effectively given in all respects upon personal delivery or, if mailed, by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier, the receipt of which is confirmed, addressed to the party hereto at the address set forth on the Cover Page of this Agreement (or such other address for a party as shall hereafter be specified by like notice). Either party hereto may from time to time change its notification address by giving the other party hereto prior written notice of the new address and the effective date thereof.

21. Relationship of the Parties. Company is an independent contractor of Customer. Neither Party shall be the employee or agent of the other.

22. Successors and Assigns. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.

23. Force Majeure. Any delay or failure of a Party to perform its obligations will be excused if and to the extent that it was caused by an event or occurrence beyond such Party's reasonable control and without its fault or negligence ("Force Majeure"). A party claiming Force Majeure must provide the other Party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure event.

24. Modification or Waiver. The parties hereto may, by mutual agreement, amend any provision of this Agreement, and any party hereto may grant consent or waive any right to which it is entitled under this Agreement or any condition to its obligations under this Agreement, provided that each such amendment, consent or waiver shall be in writing. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

25. Promotion. Company may, in its public advertising and promotional materials, reference Customer and the services provided to Customer, subject to Customer's prior approval of said promotional materials, which approval shall not be unreasonably withheld.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming with the company being incorporated in Wyoming without reference to its principles of conflicts of laws. Both Parties consent to the exclusive jurisdiction and venue of any court within the State specified on the Cover Page in connection with any dispute arising out of, or in connection with this Agreement.

27. Severability. In the event that any provision of this Agreement, or any word, phrase, clause, sentence or other provision thereof, should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement as modified legal and enforceable to the fullest extent permitted under applicable laws.

28. Entire Agreement. This Agreement and any attachments there to constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings and negotiations, whether oral or written, between the parties with respect to such subject matter.

29. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.