



Tie Technology LLC – General SERVICE Contract

This Service Agreement (“Agreement”) is made between TieTechnology, LLC., (TieTechnology) a Florida corporation, with operational offices located at 1767 Lakewood Ranch Blvd Suite 206 - Bradenton, FL 34212 and _____ (“CUSTOMER”) located at the address found on the executed Contract For Services or updated via an approved method stipulated in the document. This Agreement provides the general terms and conditions applicable to CUSTOMER’s purchase and /or license of communications services and equipment (“Service”) from TieTechnology.

ARTICLE 1. ORDERS FOR AND DELIVERY OF SERVICE

- 1.1. **Submission and Acceptance of Customer Order(s).** CUSTOMER may submit requests for Service in a form designated by TieTechnology (“Customer Order”). The Customer Order shall contain the duration for which Service is ordered (“Service Term”) and pricing for Service. TieTechnology will notify CUSTOMER of acceptance (in writing or electronically) of the Customer Order and the date by which TieTechnology will install/commence Service(s) (the “Customer Commit Date”)
 - 1.1.1. all Customer Orders will auto-renew for the same Period of Service as the initial period. Unless approved by the TieTechnology CEO, the Period of Service is 3 year.
 - 1.1.2. Autorenewal can be cancelled by either Party informing the other in writing during the Renewal Termination Period. This period begins 90 days prior to the then-current contract expiration date and closes 60 days prior to the then-current termination date. If neither Party takes action during this termination of renewal window, it will be deemed as an accepted renewal by TieTechnology and Customer. Services from TieTechnology and payments from Customer will continue uninterrupted through the new renewal period duration.
 - 1.1.3. Further details on Termination are stated in section 1.7 of this document

1.2. Credit Approval, Payments and Deposits.

- 1.2.1. **Commencement of Billing.** TieTechnology will deliver written or electronic notice (a “Connection Notice”) to CUSTOMER upon installation of Service. Charges shall commence not earlier than on the Service Commencement Date set forth in the Service Contract, regardless of whether CUSTOMER is prepared to accept delivery of Service, CUSTOMER consents to and provides ACH or other electronic auto payment details which is the default means of payment for all accounts under \$2500 per month in average billing.
- 1.2.2. If the average monthly billing exceed \$2500 per month and CUSTOMER wishes to be billed for services, CUSTOMER will provide TieTechnology with



credit and banking information as requested to establish a post billing arrangement with monthly billing and payments.

- 1.2.2.1. Based on the credit analysis, TieTechnology may require CUSTOMER to make a deposit which must be kept at the balance of between 1 and 2 months of service fees which will be retained as a condition of TieTechnology's acceptance of any Customer Order. Should the monthly costs increase or decrease this retained balance will be adjusted via additional payments to be kept on deposit or applied to the next months billing in the event of a decrease in monthly fee.
- 1.2.3. Automatic payments will be on the first of each month. If the 1st falls on a weekend or US Federal holiday, the payment will be deducted on the first business day following the weekend or US Federal holiday.
- 1.2.4. Bills will be sent on the first of every month and are payable on the 15th of each month. Any payments not made within a 5 business day grace period of that will be subject to a late fee of \$25.00 or 3.5% of the amount overdue (whichever is greater)
- 1.2.5. Promotional credits such as free month(s) of services, free phones, free CRM integration etc. are only applicable if customer is current pursuant to 1.2.4 above. If at any time while this agreement is active, CUSTOMER is not current this will result in the forfeiture of all promotional credits which will be payable on the next billing cycle.
- 1.2.6. Service Duration defaults as annual and has a minimum of 3 months (requires CEO pre-approval)
- 1.2.7. Payment Discounts are available for the following:
 - 1.2.7.1. 5% discount for quarterly payments instead of monthly
 - 1.2.7.2. 10% discount if annual payments instead of monthly
 - 1.2.7.3. 12.5% discount if the Service Duration is 3 years and payment follows 1.2.7.2 The 12.5% is the combined total discount.
 - 1.2.7.4. Discounts only apply to service costs, not products on a payment plan or taxes
- 1.2.8. Payment Wiring Instructions are provided below in the event that ACH, Venmo, Paypal, or other electronic payment service is not possible
wire transfer to: TieTechnology, LLC.
in care of: JPMorgan Chase Bank
13998 Hillsborough Ave. Floor 1
Tampa, FL 33635



ABA# 267084131, Account# 830313560

or such other bank or account as TieTechnology may in writing direct CUSTOMER to remit payment.

1.2.9 If customer cancels the services as defined below in section 1.7, customer agrees to pay termination fees via their current payment method, credit card, check or wire transfer immediately following the port out of services

1.3. **Customer Premises Access.** If access to non-TieTechnology facilities is required for

1.3.1. Installation, maintenance or removal of TieTechnology equipment,

1.3.2. Access (physical or remote if possible) to any IT or datacom rooms for connection to, configuration of, mounting, wiring, direct access to the main router, modem or similar purpose, TieTechnology shall first notify CUSTOMER that such access is required. If CUSTOMER agrees to provide such access, then CUSTOMER shall, at its expense, secure such right of access and shall arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment. If CUSTOMER is unable to obtain such access, then:

1.3.2.1. If the initial installation has not occurred yet, CUSTOMER may terminate the Service Order without further liability thereunder including payment to termination liabilities, fees or charges

1.3.2.2. If the initial installation and service activation has already occurred then CUSTOMER may be billed for the technician time at a rate of \$100/hr . and the appointment may be rescheduled. If access will be delayed for an extended period of time for any reason, then any SLA that may be in place with Tie technology will be unenforceable and no payments or other remedies will be due. The affected SLA's will return to enforceable status once access has been secured for TieTechnology technicians and they have completed the required servicing.

1.4. **Scheduled Maintenance.** If scheduled maintenance requires Service interruption, TieTechnology will (i) provide CUSTOMER 7 days' prior written notice, (ii) work with CUSTOMER to try to minimize Service interruptions and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.

1.5. **Taxes and Fees.** Except for taxes based on TieTechnology's net income, personal property taxes, and employment taxes, CUSTOMER will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Service (whether imposed on



TieTechnology or any affiliate of TieTechnology). Charges for Service are exclusive of taxes. CUSTOMER may present TieTechnology a valid exemption certificate and TieTechnology will give effect thereto prospectively.

1.6. **Regulatory and Legal** If any change in applicable law, regulation, rule or order materially affects delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties are unable to reach agreement within 30 days after TieTechnology's delivery of written notice requesting renegotiation: (a) TieTechnology may pass any changes increased costs relating to delivery of Service through to CUSTOMER and (b) if TieTechnology does so, CUSTOMER may terminate the affected Service without termination liability by delivering written notice to TieTechnology within 30 days.

1.7. **Cancellation and Termination Charges.**

1.7.1. If either Party wishes to Terminate the first step required is a good faith live (in-person or via phone/video) consultation between an executive from both Parties. If after that conversation they cannot come to agreement on how to remedy the issue causing the need/desire to terminate the overall contract between the Parties, then:

1.7.1.1. CUSTOMER may cancel a submitted and approved Customer Order (or portion thereof) **PRIOR** to delivery of the Connection Notice upon written notice to TieTechnology identifying the affected Customer Order and Service. If CUSTOMER does so, CUSTOMER shall pay TieTechnology a cancellation charge equal to the sum of:

- 1.7.1.1.1. 3 month's monthly recurring charges for the cancelled Service;
- 1.7.1.1.2. the non-recurring charges for the cancelled Service if any of the items in this category are marked as "special order for CUSTOMER";
- 1.7.1.1.3. TieTechnology's out of pocket costs (if any) incurred in constructing test systems, deployment scripts, configuration files, facilities, etc. necessary for Service delivery

provided, however, that the total of 17.1.1 through 17.1.1.3 shall not exceed the total Service Order value payable by CUSTOMER under the Service Order(s)

1.7.2. CUSTOMER may terminate Service **AFTER** delivery of the Connection Notice. If the CUSTOMER does so, Customer agrees to and shall pay TieTechnology a cancellation charge equal to the sum of:

1.7.2.1. The Recurring Service Charge for the remainder of the then-current Service contract(s) as described in section 1.1 above will continue to be billed through the end of the then-current Period of Service or 60 days whichever is longer. Customer has the option to pay this total amount as a lump sum if they prefer.



- 1.7.2.2. Complying with privacy laws, 30 days after the service termination, all call logs, recordings, personally identifiable information (PII) and NDA marked materials will be purged and be unrecoverable. Invoices and Receipts as well as service orders and related documentation not containing PII will be kept on file for a period not less than 90 days and not exceeding 7 years at TieTechnology's sole discretion.
- 1.7.2.3. Customer agrees to return all equipment, to include phones, routers, switches, firewalls etc to the address stated below in 4.4, within 14 days of services ending. Alternatively, Customer may retain the equipment described in this 1.7.2.3 if it is paid for in full at the agreed upon price in the related Service order.

ARTICLE 2. DEFAULT

2.1 Default. If (A) CUSTOMER fails to make any payment when due, or (B) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after written notice from the other party, then the non-defaulting party may: (i) terminate this Agreement and/or any Customer Order, in whole or in part, and/or (ii) subject to Section 4.1, pursue any remedies it may have at law or in equity.

ARTICLE 3. LIABILITIES AND SERVICE LEVELS

3.1 No Special Damages. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Customer Order.

3.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN EXHIBIT F, TieTechnology MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE SCHEDULE.

3.3 Service Levels. The "Service Level" commitments applicable to the Services are found in TieTechnology's Service Schedules for each Service. If TieTechnology does not achieve a Service Level, a credit will be issued to CUSTOMER as set forth in the applicable Service Schedule upon CUSTOMER's request. TieTechnology's maintenance log and trouble ticketing systems will be used for calculating any Service Level events. To request a credit, CUSTOMER must contact TieTechnology Customer Service or deliver a written request (with sufficient detail necessary to identify the affected Service) within 60 days after the end of the month in which the credit was earned. In no event shall the total credits issued to CUSTOMER per month exceed the non-recurring and monthly recurring



charges for the affected Service for that month. CUSTOMER's sole remedies for any outages in Service are contained in the Service Levels applicable to the affected Service.

- 3.4 Service for Outages and Credits.** For TieTechnology's Enterprise grade hosted voice services that include local and long distance services. Customer will receive a credit equal to 1/30th of the MRC for that month for every 4 BUSINESS HOURS for TieTechnology BASED OUTAGE, defined below. Only the services affected by the outage will be eligible for the credit. Credits for outages cannot exceed the MRCs for Service that was affected by a Service Outage in that month. In the event that the customer rents equipment, such equipment shall not be considered services for the purposes of service credits under this agreement.

ARTICLE 4. GENERAL TERMS

- 4.1 Force Majeure.** Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event"). In the event TieTechnology is unable to deliver Service as a result of a force majeure event, CUSTOMER shall not be obligated to pay TieTechnology for the affected Service for so long as TieTechnology is unable to deliver the affected Service. Force majeure events along with scheduled maintenance under section 1.4 shall be considered "Excused Outages."
- 4.2 Assignment and Resale.** CUSTOMER may not assign its rights or obligations under this Agreement or any Customer Order without the prior written consent of TieTechnology, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. CUSTOMER may resell the Service to third parties, provided that CUSTOMER shall indemnify, defend and hold TieTechnology harmless from any claims made against TieTechnology or its affiliates by such third parties or any other parties or entities obtaining service through such third parties. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 4.3 Change of Control.** In the event either Party is acquired by or otherwise becomes controlled by another entity, this contract and all terms will automatically transfer to the new control organization who will assume all the rights and responsibilities included. These responsibilities include any unpaid balances as of the date of closure of the change of control transaction.
- 4.4 Affiliates.** Service may be provided to CUSTOMER pursuant to this Agreement by an affiliate of TieTechnology, but TieTechnology shall remain responsible to CUSTOMER for the delivery and performance of the Service. CUSTOMER's affiliates may purchase Service pursuant to this Agreement. CUSTOMER shall be jointly and severally liable for all claims and liabilities related to Service ordered by any CUSTOMER affiliate, and any default under this Agreement by any CUSTOMER affiliate shall also be a default by CUSTOMER.



4.5 Notices. All notices shall be in writing and sufficient and received if delivered in person, or when sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service (or First Class International Post (as applicable)), addressed as follows:

If TO TieTechnology:

TieTechnology, LLC
 1767 Lakewood Ranch Blvd 206
 Attn: Billing
 Tel: 813-856-0223
 Fax: 212-961-8801
 Email: billing@TieTechnology.com

If TO CUSTOMER:

Company Name _____

Company Mailing Address _____

Department Name _____

Attention Name _____

Email _____

Direct Phone Number _____

Either party may change its notice address upon notice to the other party. All notices shall be deemed to have been given on (i) the date delivered if delivered personally, by facsimile or e-mail (one business day after delivery if delivered on a weekend or legal holiday), (ii) the business day after dispatch if sent by overnight courier, or (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service).

4.6 Acceptable Use Policy. CUSTOMER’s use of Service shall comply with TieTechnology’s Acceptable Use Policy, as communicated in writing to CUSTOMER from time to time. TieTechnology may immediately terminate Service without prior notice for violation of such policies and etiquette (e.g. unsolicited advertising via broadcasted email spamming or use of an auto dialer). If TieTechnology is informed by government authorities of inappropriate or illegal use by CUSTOMER of Service or other networks accessed through Service, any government determination will be binding on the CUSTOMER, and TieTechnology may immediately suspend Service pending and if CUSTOMER fails to cure such use within five (5) days, terminate Service.



4.7 Marks and Publicity; Non-Disclosure. Neither party shall have the right to use the other party's or its affiliates' trademarks, service marks or trade names without the prior written consent of the other party. Neither party shall issue any press release nor issue public statement relating to this Agreement, except as may be required by law or agreed between the parties in writing. Both Parties are permitted to list the others logo (with a link to the home page of the company's website) in the appropriate (customer/Vendor) section of their company websites and in NDA presentations that are properly marked. Any information or documentation disclosed between the parties during the performance of this Agreement (including this Agreement) shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the parties. For the avoidance of doubt, any materials that are not marked nor have a coverage that is marked "Confidential" shall be treated as a public document by the receiving Party.

4.8 Governing Law; Amendment. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). Without limiting these clause, there are normatively referenced policies, addendum, contracts, exhibits in this document which will be updated when necessary. Any updates to those items will result in the newest versions release on TieTechnology's website will supersede and replace all prior versions. Further these ancillary referenced documents will not require this document to be amended or re-approved.

4.9 Relationship of the Parties. The relationship between CUSTOMER and TieTechnology shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes.

4.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to this Agreement.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

CUSTOMER represents and warrants to TieTechnology as follows: (i) CUSTOMER is authorized to perform the obligations of CUSTOMER under this Agreement; (ii) By entering into this Agreement with TieTechnology, CUSTOMER shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; and (iii) CUSTOMER is a duly organized entity and qualified and authorized to do business in Illinois. TieTechnology represents and warrants to CUSTOMER as follows: (i) That TieTechnology



and its affiliates are duly authorized to provide the Services in the States of Colorado and California; (ii) By entering into this Agreement with CUSTOMER, TieTechnology shall not be in violation of any agreement it has with a third-party relating to the provision of Services; and (iii) TieTechnology has all of the authorizations, licenses and rights required to provide Service to CUSTOMER under the terms and conditions of this Agreement.

Signature Page

For Tie Technology LLC

For CUSTOMER

James Eckes

Name

Name

Signature

Signature

CEO

Title

Title

Date

Date