

*Kinetic-Innovations, LLC*  
*Moving Ideas into Solutions*

*www.Kinetic-Innovations.com*

*1119 West Jubilee Street • Emmaus, PA 18049*

*P: 610-928-0110 • F: 610-928-0111*

**Website Terms and Conditions:**

**A. Site Usage:** Kinetic-Innovations.com is for informational purposes only. The Internet contains viruses, adware and spyware knowing this, Kinetic-Innovations is not responsible for any issues/damages that may occur while browsing websites on the Internet including Kinetic-Innovations.com. This webpage is not designed for handheld devices and should never be viewed while driving or while performing any other tasks that require undivided attention.

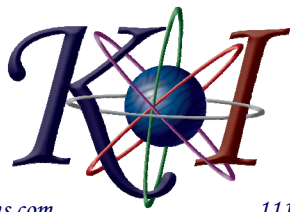
By using this site you agree and acknowledge that you may not:

- You may not use this Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.
- You understand that we have no obligation to monitor any bulletin boards, chat rooms, web logs, or other areas of this site through which users can supply information or material. However, we reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms of Service. We also reserve the right to deny access to this site or any features of this site to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others.

**B. Site Information:** Any information contained on our website is the property of Kinetic-Innovations, LLC unless otherwise noted and said information may not be copied, distributed, duplicated, in whole or in part, without the express written consent from Kinetic-Innovations, LLC.

**C. Indemnification:** By using this site you agree that you are using this site at your own risk and you shall indemnify and hold harmless Kinetic-Innovations, LLC from said claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Kinetic-Innovations, LLC, its employees, agents, representatives or subcontractors in connection with using their website.

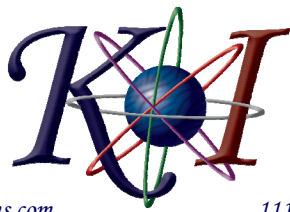




**Service Terms and Conditions:**

- A. Maintenance Contract Eligibility:** To be eligible to purchase a Maintenance Contract to retain Kinetic-Innovations, LLC's consulting services, the client/client's network must meet or exceed the following requirements or contain the following criteria:
- Client's network must be used for business purposes.
  - Client's Network must have at least 1 (one) server or at least 5 (five) networked computers.
  - Kinetic-Innovations, LLC must be the only computer consulting firm servicing, managing, and/or consulting on the Client's network during the service contracted period.
  - Your company must maintain sufficient security software licenses for your network.
  - Client agrees to continually work towards 100% software licensing compliance.
- B. Minimum Charges:** 2-hour minimum for on-site service, 1-hour minimum for phone or e-mail support, and a 2-hour minimum for emergency service and support.
- C. Credit Limit:** Pending Client's completion of a credit application and satisfactory credit reference inquiry results, Client's credit limit will be **\$2,500.00**.
- D. Timeframe, Volume Discount and Annual Commitment:** In return for a **\$50.00 / hour** discount on hourly service rates, a dedicated project manager (virtual IT director), priority scheduling, and priority response time, Client agrees to purchase one year's maintenance at a cost of **\$XXXX.XX**. Kinetic-Innovations, LLC reserves the right to invoice and collect the balance of the Annual Commitment, until **XXXXXXXXXX** or until the contract is bought out by the Client.
- E. Rate Lock:** Hourly billing rate will be held at **\$125.00** for desktop service and for server service through **XXXXXXXXXX**, assuming acceptance of this Letter of Engagement by **XXXXXXXXXX**.
- F. Maintenance Contract Renewal:** The purchased maintenance contract will automatically renew on the anniversary date of the original purchased maintenance contract unless client notifies Kinetic-Innovations in writing at least 60 days prior to **XXXXXXXXXX**. Client must still meet eligibility requirements set forth in the "Maintenance Contract Eligibility" section of this document.
- G. Terms for Services are Net 15 prompt.** Payments received more than 5 days late are subject to a \$100.00 late fee plus 18% annual interest late charge per invoice. In addition, Kinetic-Innovations, LLC reserves the right to stop all work, until the Client's account is brought current, in the event that any Client invoice is more than **10** days past due. Client agrees to bear full responsibility and reimburse Kinetic-Innovations, LLC for any and all collection costs incurred by Kinetic-Innovations, LLC due to Client's non-payment or late payment of fees and/or other costs enumerated herein. Such collection costs may include but are not limited to, attorney fees, court costs, and lost wages.
- H. Travel Time:** Kinetic-Innovations, LLC services the greater Lehigh Valley region. The typical round-trip travel time to client sites is less than 1.5 hour. If the round-trip travel time is greater than 1.5 hours, the remaining travel time is billable at the client's contracted service rate.
- I. Terms for third-party Product Sales:** Terms will vary by vendor, but in most cases are all four major credit cards (VISA, MasterCard, Discover, and American Express) are accepted. Please note that most vendors do not offer net terms as normal course of business. Separate Purchase Authorizations will be drawn up subsequently to secure authorization for product ordering, as required for various project needs. All product sales are final.
- J. Software Licensing:** Kinetic-Innovations, LLC does not support, sell, promote or otherwise condone unlicensed software. Client represents that all installed software is legally licensed. In the event that Client has any unlicensed software on premises, Client is responsible for notifying Kinetic-Innovations, LLC of such, so that a remediation plan can be prepared and implemented to assist Client in achieving 100% license compliance.





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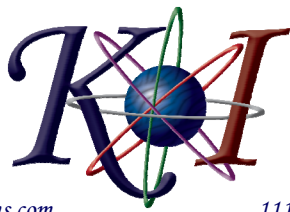
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- K. Recruiting or Hiring of Kinetic-Innovations, LLC Staff and/or Contractors:** Client agrees to not recruit or hire or retain any Kinetic-Innovations, LLC staff and/or outside computer consultants or contractors of Kinetic-Innovations, LLC for employment or work of any kind, either as an employee or an independent contractor, except through Kinetic-Innovations, LLC, during the duration of Kinetic-Innovations servicing Client and for a period of 24 months thereafter. In addition, Client recognizes that because of the substantial recruitment and training costs in the Information Technology industry, Client agrees that liquidated damages for such a breach will be 40% of the staff member's or contractor's then current annualized compensation, subject to a \$10,000.00 minimum.
- L. Accountability and Change Management:** In order to maximize accountability for ensuring the ongoing security, reliability and performance of Client's network, Client agrees that all packaged ("off the shelf" or "shrink-wrapped") and custom software being added to the network will be reviewed and/or tested by Kinetic-Innovations. Client also agrees that the nominal expense associated with testing software, prior to deployment on the production network, is minimal relative to the potential exposure of introducing untested software into a "live" environment. In the event that there are additional costs or difficulty in getting a software vendor's cooperation in this respect to securing software media, license keys, or documentation, one of the Principal Contacts listed below agrees to intercede to secure the software vendor's cooperation. In addition, Client recognizes that risk is minimized when Kinetic-Innovations, LLC evaluates planned software purchases prior to committing to a purchase decision. Please note that there is a 4-hour minimum for lab testing of industry specific software. *In the event the Client chooses to bypass this recommended course of due diligence, Client agrees that Kinetic-Innovations cannot be held responsible for unplanned or untested changes or additions to the network. Kinetic-Innovations, LLC will give Client the option of having Kinetic-Innovations attempt to repair the problem; however, immediate attempts to resolve the issue caused by unplanned changes to the network will be at your emergency rates premium.*
- M. Computer and Network Ownership:** Client agrees that they are 100% owner of their own computers, servers, and related network equipment and/or infrastructure. As such, Client retains the right to make any changes and/or additions to their own network at any time without Kinetic-Innovations's consent. Client agrees that Kinetic-Innovations, LLC cannot be held responsible for such changes and/or consequences of above said changes.
- N. Sanctity of Administrator Password:** Client agrees that all reasonable attempts will be made to ensure only authorized and properly trained Client employees are privy to the current administrator password(s). Kinetic-Innovations, LLC recommends that a minimum of two Client employees, **but no more than three**, be entrusted with this responsibility. In addition, Client agrees that these authorized employees who have access to administrator password(s) will be available for both initial and ongoing training with Kinetic-Innovations, LLC staff.
- O. Risk of Data Loss:** Client assumes all risk of data loss from any and all causes or in any way related to or resulting from the repair or service of computer hardware, software or other equipment by Kinetic-Innovations, LLC. Client agrees to bear full responsibility for all data backup prior to any repair or service of computer hardware, software or other equipment by Kinetic-Innovations. Kinetic-Innovations takes reasonable precautions to safeguard Client data; however data loss may still occur. Client hereby releases Kinetic-Innovations from any claim or liability related to data loss for any reason whatsoever except for data loss directly resulting from gross negligence by Kinetic-Innovations.
- P. System Downtime or Outage:** Client assumes all risk of System Downtime from any and all causes or in any way related to or resulting from the repair or service of computer hardware, software or other equipment by Kinetic-Innovations, LLC. Client agrees that there may be a disruption of system services and applications. Kinetic-Innovations, LLC agrees to take all reasonable measures to notify users of the system of such planned and unplanned outages. Client recognizes that Kinetic-Innovations cannot prevent System Downtime. Client hereby releases Kinetic-Innovations, LLC from any claim or liability related to data loss or revenue loss for any reason whatsoever regardless if the System Downtime was planned or unplanned, expected or unexpected. Kinetic-Innovations will make all reasonable efforts to minimize the negative effects on users due to System Downtime or Outages.





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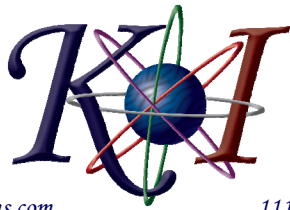
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- Q. Computer Viruses and Malware:** Kinetic-Innovations, LLC agrees to make recommendations and/or to take reasonable measures to protect Client's computer systems from computer viruses, Spyware and Adware, including installation and maintenance of the latest versions of Client-purchased anti-virus and/or anti-malware software. Client assumes all risk of computer viruses and/or malware and will not hold Kinetic-Innovations responsible for any loss due to computer viruses and/or malware. Client is responsible for the costs of consulting time and materials required to prevent or remove any computer viruses and/or malware.
- R. Project Planning and Preparation Authorization:** For any proposed Projects during the term of this contract, Kinetic-Innovations will act as Project Managers on behalf of the Client, whereas duties may include but are not limited to: Parts Research, Compatibility Research and Testing, Alternate Parts and Price Comparisons, Needs Analysis and Network Design. Due to the volatile nature of the technology industry, estimates for hardware, software, peripherals and procured services are not a fixed-price commitment and are only estimates, for a duration of 3 (Three) Business days from date of proposal. All estimated product prices exclude freight and applicable PA sales tax (6%) unless otherwise noted. Prices and specifications are subject to revision at the time of ordering. Client will be notified verbally, or in writing upon request, of any material and/or cost differences that are greater than the originally quoted prices before ordering. Client is encouraged to authorize the purchase of necessary parts as soon as Project is approved to avoid additional research charges. *If client gives a verbal or written approval to authorize Kinetic-Innovations, LLC to begin a project, Client certifies that Kinetic-Innovations, LLC is authorized to perform work regarding the Project including Needs Analysis, Network Design, Project Planning and Hardware Quoting. Client understands and agrees that any Project work done by Kinetic-Innovations is billable at client's current service rate and scope changes to the Project's outline will impact the overall cost of this Project Planning phase. Client also understands and agrees that any work done for this project, even if the Project does not ultimately get approved, will be billed at client's current service rate.*
- S. Warranty:** Kinetic-Innovations, LLC does NOT offer Hardware warranties, however, Hardware manufacturers may offer a warranty for a certain period of time that covers the Hardware. These warranties only cover the physical parts of the Hardware, NOT the labor involved to troubleshoot an issue or implement the solution(s). Specifics pertaining to your specific Hardware's warranty will be made available upon request to Kinetic-Innovations or the Hardware manufacturer. Kinetic-Innovations is happy to assist you in executing any third-party Hardware warranty. Kinetic-Innovations will work on Client's behalf to resolve any computer or networking issue. *Client understands that Kinetic-Innovations does NOT offer warranties on third-party products or Hardware, and that the labor involved in executing the Hardware warranty is not covered by the warranty. Client agrees that any warranty work performed by Kinetic-Innovations is billable at client's current service rate. Due to the nature of technology, Client also understands and agrees that any work done for warranty work, even if the Hardware was NOT the root cause of the failure, will be billed at client's current service rate.*
- T. Indemnification:** If Client does not notify Kinetic-Innovations, LLC in writing of any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Kinetic-Innovations, LLC, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this agreement within 30 days from date of an incident, Client shall indemnify and hold harmless Kinetic-Innovations, LLC from said claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Kinetic-Innovations, LLC, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this agreement. Upon receipt of written notice of a Claim, Kinetic-Innovations, LLC has up to 120 days to contact the Client to investigate the Claim and begin the remediation process.
- U. Jurisdiction:** The laws of The United States of America and the Commonwealth of Pennsylvania shall govern this agreement, its terms and conditions. Client agrees that the proper forum for any claim arising under this agreement shall be in the Commonwealth of Pennsylvania in the Borough of Emmaus, Lehigh County.





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**Materials:**

- A.** Due to the volatile nature of the industry, estimates for hardware, software, peripherals and procured services are *not* a fixed-price commitment and are only estimates, based on needs analysis and network design. Prices and specifications are subject to revision at the time of ordering. Client will be notified verbally, or in writing upon request, of any material differences before proceeding.
- B.** From time-to-time, in support of projects and tasks scheduled with Primary Technical Contact listed below, Kinetic-Innovations, LLC will manage the procurement of technology assets and services. This billable service will include, but isn't limited to, Interviewing and Selecting Vendors, Developing Specifications, Securing Price Quotes, Preparing Purchase Authorizations, Placing Orders, Tracking Open Orders and Determining Vendor Compliance to specifications following delivery. In the event that Client requests Kinetic-Innovations, LLC to recruit a specialty contractor, there will be a 2-hour minimum charge for contractor interviewing and "headhunter" services.
- C.** All estimated product prices exclude freight and applicable PA sales tax (6%) unless otherwise noted.

