



EPOCH
Business Technology Advisors

Epoch, Inc.
9256 Bendix Rd, Suite 300
Columbia, MD 21045
Email: Support@TheEpochTeam.com
Office: (410) 465-3955
www.TheEpochTeam.com

EPOCH, INC. STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the “Terms”) set forth the terms and conditions that govern purchases by any purchaser (the “Client”) of IT managed services and other related products and services (the “Services”) from Epoch, Inc. (“Epoch”). The Terms and any purchase orders, scopes of work and other agreements regarding the Services shall be referred to as the “Agreement.”

1. OFFER FOR SALE.

All agreements between Client and Epoch to purchase the Services shall be governed by the terms and conditions herein. Client and Epoch agree that any modifications, changes, alterations of the terms and conditions herein with respect to any specific proposal must be in writing and signed by Client and Epoch. Epoch hereby objects to any additional or different terms which may be contained in any of Client’s purchase orders, acknowledgements or other documents or any communications received from Client, and Client and Epoch hereby agree that any such attempts shall be null and void and not deemed a part of the terms and conditions hereunder or any resulting order.

Any offer hereunder shall expire sixty (60) days following its date, unless Client executes and returns to Epoch that proposal for the applicable Services within such sixty (60) day period. No order may be cancelled, modified or altered by Client, without written consent of Epoch, which may be withheld in its sole discretion.

2. FEES AND PAYMENT.

The fees for the Services are set forth in the applicable proposal provided by Epoch and otherwise are based on Epoch’s current fees, in effect at the time of order, for the Services. Client acknowledges and agrees that, if it purchases Services with a minimum period for the Services, such amounts shall be due and payable if this Agreement is terminated sooner. Notwithstanding the foregoing, if not otherwise specified in the applicable proposal, Epoch may increase its monthly and other fees once during each twelve (12) month period during any renewal term of this Agreement; provided however, that such increases are not more than five percent (5%) of the prior twelve (12) month period’s monthly and/or other fees.

Epoch shall invoice Client in advance for each applicable month for any fixed, recurring monthly fees for the Services. Client shall pay such fixed, recurring monthly fees in full no later than the first day of the applicable month. Epoch shall invoice Client promptly following the last day of each month for all other fees for the Services rendered during such month. Client shall make payment for all such other fees within fifteen (15) days following the date of invoice. Epoch reserves the right, upon request to Client, to require payment in advance or upon different terms for certain services.

Subject to the limitations above, payments may be made only in cash or by check or wire transfer. All payments for the Services are payable in only United States Dollars. Charges not disputed within fifteen (15) days of receipt of invoice shall be deemed approved and accepted.

Charges will be assessed on past due accounts as follows: (i) a late charge at a rate equal to the lesser of one and one-half percent (1.5%) each month or the highest rate permitted by applicable law and (ii) reasonable collection costs and expenses, including attorneys’ fees and court costs.

3. TERM AND TERMINATION.

The term of this Agreement shall commence on the effective date set forth in the applicable proposal (and if not specified, the date that the Agreement is signed) (the “Effective Date”) and shall continue in effect, until terminated in accordance with the terms and conditions set forth in this Agreement, until the date that is the time period specified in the applicable proposal following the Effective Date (and if not specified for twelve (12) months following the Effective Date), and shall automatically renew for additional terms of equal period unless either party provides sixty (60) days’ prior written notice to the other party of its intention not to renew this Agreement (the “Term”).

Either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party upon fourteen (14) days' prior written notice to the other party, such notice to set forth in detail such breach, and the breaching party's failure to cure such breach. Either party may terminate this Agreement immediately without breach or penalty by written notice to the other party in the event the other party: (i) institutes or has instituted against it proceedings for bankruptcy (which, in the case of proceedings against it, shall remain for ninety (90) days undismissed), (ii) shall consent to the appointment of a receiver for all or substantially all of its property, (iii) shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due; or (iv) shall be adjudged a bankrupt or insolvent by a court of competent jurisdiction.

At Epoch's sole discretion, the Services may be immediately terminated or suspended if the Client violates any part of this Agreement.

Upon termination of Epoch's engagement hereunder, the Client shall pay to Epoch the fees payable to Epoch for the Services rendered through the date of termination in accordance with Section 2 hereof plus the fees paid by Epoch for third party software licenses (for use by the Client) for the remainder of the term of such software licenses if they cannot be terminated immediately upon termination hereunder.

4. LIMITED WARRANTY.

Epoch warrants to the Client that: (i) it has the full right, power and authority to enter into this Agreement; and (ii) the Services shall meet the requirements of the applicable proposal and industry standards for period of thirty (30) days from the date of delivery of the Services to the Client.

Notwithstanding the foregoing, this limited warranty shall not be applicable to: (a) pre-existing technical issues related to Client's pre-existing servers, hardware, software and website, (b) issues resulting from third party services regarding Client's server, hardware, software, website and data, (c) issues related to Client's actions and/or inactions with respect to its servers, hardware, software, and/or computer networks, and (d) issues to the extent resulting from Client declining Epoch's recommended services. Notwithstanding the foregoing, hardware, software and other equipment supplied but not manufactured by Epoch shall be covered solely under their respective manufacturer's warranty in lieu of such limited warranty.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY EPOCH WITH RESPECT TO THE SERVICES PROVIDED BY EPOCH. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EPOCH DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR COMMON LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF SOME WARRANTIES SO THEY MAY NOT APPLY. IF THIS EXCLUSION IS HELD TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THEN ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF PROVISION OF EACH PORTION OF THE SERVICES, AND NO WARRANTIES SHALL APPLY AFTER THAT PERIOD.

5. LIMITATION OF LIABILITY.

CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT EPOCH AND ITS SUBCONTRACTORS SHALL NOT BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION, LOSS OF PROFIT OR REVENUE, OR OTHER PECUNIARY LOSS, EVEN IF EPOCH OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT EPOCH'S AND ITS SUBCONTRACTORS' CUMULATIVE LIABILITY TO CLIENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID TO EPOCH UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS PRIOR TO ANY CLAIM.

Client acknowledges that all delivery dates are approximate. In no event shall Epoch be liable for any delays in delivery of the Services.

6. INTELLECTUAL PROPERTY.

Epoch agrees that Client shall own all right, title and interest in and to any pre-existing works of Client, including without limitation, data and other information owned by Client that is provided to Epoch (the "Pre-Existing Works"). In the event that any Pre-Existing Works are incorporated into or are used in conjunction with the Services under this Agreement, then during the Term, Client hereby grants to Epoch a fully paid up, non-exclusive, non-transferable, non-sublicensable license to use the Pre-Existing Works solely to provide the Services hereunder.

Upon payment in full for all Services rendered under this Agreement, Epoch hereby transfers and assigns to Client all right, title and interest in and to all work performed in conjunction with the Services, but specifically excluding the Epoch IP (as defined herein).

Client acknowledges that Epoch retains all right, title and interest in and to any and all processes, procedures, methods and know-how related to the performance of the Services and any and all related copyrights, trademarks, patents, trade secrets and other intellectual property and proprietary rights ("Epoch IP"). During the Term, Epoch hereby grants to the Client a fully paid up, non-exclusive, non-transferable, non-sublicensable license to use the Epoch IP solely in connection with the Services. Notwithstanding the foregoing, any software provided by Epoch in connection with the Services that is independently developed or funded by Epoch shall be subject to Epoch's separate end user license agreement.

Epoch's name and logo, and all related service names, marks and slogans are the trademarks, service marks or registered trademarks of Epoch and may not be used or modified in any manner without the prior written consent of Epoch.

7. CONFIDENTIALITY.

At all times during the term of this Agreement and for two (2) years thereafter, the receiving party shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of itself or any other third party any Confidential Information of the disclosing party, except that the receiving party may disclose Confidential Information of the disclosing party to its employees and subcontractors to the extent necessary to enable each party to exercise its rights hereunder. "Confidential Information" means any trade secrets or information whether in written, digital, oral or other form which is confidential or proprietary to the disclosing party, including, but not limited to, software, inventions, customer lists, financial information,

business methods and processes, and any other materials or information related to any aspect of the business or activities of the disclosing party which are not generally known to others engaged in similar businesses or activities. Notwithstanding the foregoing, Confidential Information does not include information which: (i) was publicly known or generally known within the trade at the time of disclosure; (ii) becomes public knowledge or generally known within the trade without breach of this Agreement by either party or any of its directors, officers or employees; (iii) was information already known by the receiving party at the time of disclosure without a duty of confidentiality, or information independently developed by the receiving party's personnel who did not have access to the information disclosed by the disclosing party; (iv) is required to be disclosed by law; or (v) is obtained by a party, its officers or employees from third parties who are under no obligation of confidentiality with respect to the information. If the receiving party is required to disclose any Confidential Information by a court order or other specific governmental action, the receiving party may comply with such disclosure requirement, unless the disclosing party, at its own expense, is successful in having the effect of such requirement stayed pending an appeal or further review thereof, or revised, rescinded or otherwise nullified. In all events, the receiving party agrees to notify the disclosing party promptly if at any time a request or demand of any kind is made to the receiving party to disclose any of the disclosing party's Confidential Information. The disclosing party shall have the right, at its cost, to intervene in any proceeding in which the receiving party is being asked to disclose any of the disclosing party's Confidential Information.

8. TAXES AND OTHER CHARGES.

Client shall pay, in addition to the prices as set forth herein, any and all occupation tax, use tax, property tax, sales tax, excise tax, value-added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, except for taxes on Epoch's income, imposed by any governmental authority on or measured by the transaction between Epoch and the Client. Client shall indemnify, defend and hold harmless Epoch against all claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent such claims arise out of any breach of this Section.

9. REPRESENTATIONS.

Client represents and warrants to Epoch that: (i) he is at least 18 years old; (ii) in the event that Client is an entity, that it has the full right, power and authority to

enter into this Agreement; (iii) the performance by Client of its obligations and duties hereunder, do not and will not violate any agreement to which Client is a party or by which the Client is otherwise bound; and (iv) Client's use of the Services complies in all respects with all applicable laws, statutes, regulations, ordinances and other rules.

Client further represents and warrants to Epoch that Client shall not knowingly violate, misappropriate or infringe upon any patent, copyright, trademark, trade secret and/or other intellectual property or proprietary rights of any third party.

10. NON-SOLICITATION.

During the Term and for a period of two (2) years thereafter, Client agrees that it will not, directly or indirectly, on its own behalf, or as a partner, member, stockholder, principal, agent, consultant, or in any other capacity, or for or on behalf of or in aid of any other person or entity: (i) hire or engage any Epoch employee or subcontractor whose was engaged by Epoch during the Term, or (ii) solicit, induce or encourage any Epoch employee or subcontractor to terminate or cease his employment or subcontractor relationship with Epoch. Client recognizes that any breach of this paragraph will constitute substantial harm to Epoch, and in the event of such a breach, agrees to pay Epoch liquidated damages in the amount of one hundred percent (100%) of the annual compensation as mutually agreed by Epoch and the applicable employee or subcontractor, which shall be due and payable within thirty (30) days following the hiring of such party by Client. Such amount is not a penalty but is a reasonable estimate of the damages that would result from such breach.

11. INDEMNIFICATION.

Client shall indemnify, defend and hold harmless Epoch and its directors, officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, that arise out of, result from or are related to (i) a breach by Client of any warranty, representation or covenant set forth herein, (ii) Client's negligence or willful misconduct, and (iii) violation, misappropriation or infringement upon any patent, copyright, trademark, trade secret and/or other intellectual property or proprietary rights of any third party.

12. INSURANCE.

During the Term, Epoch shall procure and maintain the following insurance coverage: (a) workers'

compensation and employer's liability insurance as required by the laws of the State in which the Services are being performed, (b) comprehensive general liability insurance in the amount that is commercially reasonable with respect to the Services, and (c) cyberliability insurance in the amount that is commercially reasonable with respect to the Services. For purposes of clarity, Client shall be solely responsible for safeguarding all hardware, software and any other equipment provided to Client by Epoch in connection with the Services from loss or theft and protecting its investment through insurance or otherwise. During the Term, Client shall procure and maintain its own insurance coverage as follows: cyberliability insurance in the amount that is commercially reasonable with respect to Client's servers, hardware, software, and/or computer networks.

13. INDEPENDENT CONTRACTOR.

In rendering the Services hereunder, Epoch is acting solely as an independent contractor and not as an agent, employee or partner of Client for any purpose. Neither party has no authority to bind the other party in any contractual manner nor to represent to any other individual or entity that a party has any such authority or that the relationship between the parties is other than as stated herein.

14. GOVERNING LAW.

THE PARTIES AGREE THAT THIS AGREEMENT AND THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS AND WITHOUT REGARD TO THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT. THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL AND/OR STATE COURTS IN THE STATE OF MARYLAND FOR THE RESOLUTION OF ANY DISPUTES AMONGST THE PARTIES UNDER THIS AGREEMENT.

15. NOTICES.

Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, two (2) days after deposit in the U.S. mails, postage prepaid, certified mail return receipt requested, or (iii) if sent via overnight courier, upon receipt.

16. GENERAL INFORMATION.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, superseding any prior agreements between the parties. Client further acknowledges and agrees that Client may not assign any part of this Agreement without Epoch's prior written consent, which may be withheld at its sole discretion. This Agreement shall inure to the benefit of each party's successors and assigns. Epoch shall not be deemed to be in breach of the Agreement and thereby liable to Client or any third party for any delays in the performance of its obligations hereunder caused by fire, explosion, act of God, strikes, war, riot, government regulation, pandemic, epidemic, inability to obtain necessary labor, materials or facilities or any other act or cause beyond the reasonable control of Epoch. The failure of Epoch to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

Effective: January 1, 2023.