

CTI Terms and Conditions

Last Revised: May 4, 2026

- 1. Agreement and Scope.** These Terms and Conditions (“Terms”), together with any applicable Service Order and any exhibits or service descriptions referenced therein, form the complete agreement (“Agreement”) between Computer Techniques, LLC (“Company”) and the customer (“Customer”). The Agreement governs all services provided by Company (“Services”). If there is a conflict, the Service Order controls commercial terms, including pricing, term, and early termination, exhibits control service-specific details, and these Terms control all other matters. Additional policies and disclosures applicable to the Services are available on Company’s website.
- 2. Definitions.** “Service Order” means any order, quote, order confirmation, online signup, or other ordering document or process through which Customer requests or agrees to Services. “Service Start Date” means the date on which Services are activated or made available for Customer’s use, as determined by Company. “Initial Term” means the service period specified in the applicable Service Order.
- 3. Term and Renewal.** Services begin on the Service Start Date and continue for the Initial Term specified in the Service Order. After the Initial Term, Services automatically renew on a month-to-month basis unless either party provides at least thirty (30) days’ written notice of non-renewal, unless otherwise specified in the Service Order.
- 4. Billing and Payment.** Billing begins upon the earlier of (a) activation of Services or (b) when Services are made available for Customer’s use. Invoices are due within thirty (30) days of the invoice date unless otherwise specified in the applicable Service Order. Company may suspend Services upon reasonable notice for nonpayment of undisputed amounts. Customer remains responsible for all charges incurred prior to suspension. Customer is responsible for all applicable taxes, fees, and governmental assessments unless a valid exemption is provided. Billing disputes must be submitted within thirty (30) days of the invoice date, and Customer will timely pay all undisputed amounts while any dispute is under review.
- 5. Installation, Access, and Cooperation.** Customer will provide Company with reasonable access to premises, systems, and personnel necessary to install, operate, maintain, repair, or remove the Services, and will identify any conditions that may affect installation or service delivery. Company may access the premises

to address outages, safety issues, or service needs and will provide advance notice when practicable.

6. **Service Availability.** Services are provided on a commercially reasonable basis and are not guaranteed to be uninterrupted or error-free. Service performance may be affected by maintenance, third-party networks, power failures, or other factors outside Company's control. Company will use commercially reasonable efforts to restore Services as soon as practicable.
7. **Equipment.** Equipment provided by Company remains Company's property unless purchased by Customer. Customer will safeguard such equipment and return it or allow its removal upon termination. Company is not responsible for the performance or compatibility of Customer-provided equipment.
8. **Customer Responsibilities.** Customer will maintain appropriate licenses for Customer-owned systems and will notify Company of any changes that may affect the Services. Customer will cooperate with installation, maintenance, and troubleshooting efforts.
9. **Acceptable Use.** Customer agrees to comply with Company's Acceptable Use Policy as posted on Company's website. Company may suspend or terminate Services to prevent harm to the network, other users, or third parties.
10. **Limitation of Liability.** To the maximum extent permitted by law, Company's total liability arising out of or related to the Services will not exceed the total amount paid by Customer to Company for the affected Services during the three (3) months preceding the event giving rise to the claim. Company will not be liable for indirect, incidental, consequential, special, or punitive damages, including loss of profits, loss of data, or business interruption.
11. **Termination.** Either party may terminate Services for material breach if such breach is not cured within thirty (30) days after written notice. Company may suspend or terminate Services as otherwise permitted under this Agreement. Upon termination or expiration, all outstanding amounts become immediately due.
12. **Early Termination.** If Customer terminates Services prior to the end of the applicable Initial Term other than due to Company's uncured material breach, Customer may be responsible for early termination charges. Such charges may include recovery of discounts, waived fees, installation or construction costs, or a portion of remaining recurring charges, as specified in the applicable Service Order.

13. **Force Majeure.** Neither party will be liable for failure or delay due to events beyond its reasonable control, including natural disasters, acts of government, labor disputes, or utility outages; however, this does not excuse Customer's obligation to pay for Services already provided or available.
14. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to conflict-of-law principles.
15. **Miscellaneous.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of assets. Notices may be delivered by email or postal mail and are effective upon confirmation of delivery. If any provision is held invalid or unenforceable, the remaining provisions will remain in full force and effect.
16. **Managed Services (if applicable).** If Services include managed or IT services, Customer remains responsible for system security, user access controls, and backups unless expressly included in the Services. Company does not guarantee prevention of all security incidents or system failures and is not responsible for issues caused by third-party systems or Customer actions. Services are limited to the scope described in the applicable Service Order and any referenced exhibits.