



Terms & Conditions

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This Document specifies the terms and conditions which apply when any company or individual (CLIENT) purchases or agrees in writing to purchase services and/or products from Cornerstone Information Systems, Inc. (CIS). By requesting services or products from CIS, paying for products or services from CIS or a CIS contractor, agreeing to purchase services and/or products from CIS, signing a CIS document that references these terms, or signing this document, CLIENT agrees to accept this document as a legally binding contract (AGREEMENT) between CLIENT and CIS. CIS may change the terms of this AGREEMENT from time to time and will post the updated version of the AGREEMENT on its website at www.cornerstone.us/terms. CLIENT acknowledges and accepts any new version of this AGREEMENT by continuing to request services or products from CIS or agreeing to purchase services and/or products from CIS at any time after the new AGREEMENT has been posted to the CIS website and agrees that the new version replaces and supersedes any previous version of this AGREEMENT.

- 1. SERVICES.** CIS will provide networking services, hardware or software support, cabling, security services, telephony services, training, software development, website support, and other Technology and/or Consulting services as requested by CLIENT and will use its best efforts to comply with estimated charges, meet scheduling dates and accomplish specified results.
- 2. WORK REQUEST AUTHORIZATION.** CLIENT instructs CIS to accept work requests from anyone employed as a part-time or full-time employee of the CLIENT unless a written request has been submitted from the CLIENT to CIS requesting that only specific users are allowed to contact CIS for assistance and the request has been acknowledged by CIS.
- 3. CLIENT ASSISTANCE.** CLIENT shall provide necessary working space, materials, services, and personnel to assist CIS in achieving desired results.
- 4. OPERATIONS.** CLIENT is exclusively responsible for the operation of its computer and software systems, including regular backups of data files and software. CIS will not be liable for any loss of data or time as a result of inadequate or out-of-date backups. Unless designated in writing, CIS is not responsible for inputting or processing CLIENT data or for performing any other day-to-day activities, which are the responsibility of the CLIENT.
- 5. WORK PRODUCTS.** CLIENT may use, copy, or modify any resulting custom software, websites, graphics, or other work products with no further obligation to CIS. CLIENT may *not* sell or otherwise distribute CIS developed work products to individuals or companies outside its corporate structure without written permission from CIS as these work products may contain proprietary techniques and subcomponents.
- 6. CONFIDENTIAL INFORMATION.** CLIENT agrees not to disclose any confidential information acquired about the CIS as a result of this working relationship unless authorized. Any unauthorized disclosure should be made known immediately to CIS and all reasonable efforts made to prevent any recurrence.
- 7. PERSONNEL.** It is understood and CLIENT agrees that CLIENT will not hire, recruit, or discuss employment with CIS employees or anyone who has been employed by CIS within the previous thirty-six months either directly or indirectly for the duration of this AGREEMENT and for a three year period thereafter. CLIENT also agrees not to solicit or receive services directly from CIS employees, anyone who has been employed by CIS within the previous thirty-six months, companies with an employee that performed work on behalf of CIS for the CLIENT and had been employed by CIS within the previous thirty-six months, or subcontractors for the same period.
- 8. PRICE AND TAX INFORMATION.** CIS's listed prices on its website, catalog, or other publications, are quotes, which are subject to change without notice. The price stated in any quote must be accepted by the date of issuance (commodity items excluded). No pricing errors due to clerical mistake, math error, or similar occurrence shall be binding on CIS. Prices do not include sales, excise, tariffs, use or other governmental taxes, which may be imposed in addition to the purchase price. CLIENT agrees to pay any taxes that may accrue as a result of services rendered by CIS.
- 9. QUOTES.** CLIENT agrees that all quotes, agreements, rate sheets, and proposals provided to CLIENT by CIS or a CIS representative are CIS intellectual property and confidential and shall not be disclosed in any form or partial form to anyone who is not a full or part-time employee of the CLIENT without written permission from CIS. If a proposal or quote provided to CLIENT from CIS is disclosed without written approval from CIS, CLIENT agrees to pay CIS for all time and materials used to generate the proposal at CIS's published rates.
- 10. PRICE REVISION PRIOR TO DELIVERY.** The manufacturer of any Goods ordered by you may change the price to CIS of such Goods after the date of your Purchase Order. If such a price change occurs before the delivery of the Goods to you, CIS shall have the right to change the price of any affected Goods by providing notice of such change to the CLIENT. If CLIENT does not agree to pay the changed price of the Goods, CLIENT shall cancel the Purchase Order by providing CIS with written notice of such cancellation within one (1) days of notice from CIS of the change in price of the Goods. If CLIENT fails to timely provide CIS with such written notice, CLIENT shall be bound to pay the changed cash price of the Goods. Notwithstanding the foregoing, for any special-order Goods or orders that cannot be cancelled by CIS with the manufacturer, CLIENT agrees to pay the change in price due to the manufacturer's change in the price charged to CIS or, at CIS's sole discretion, all restocking fees.

11. CHARGES AND TERMS. Unless detailed and CIS agreed upon in a separate agreement, Client is expected to pay a published hourly rate for all hours, or portions thereof worked by CIS personnel, plus expenses incurred by CIS. CLIENT agrees to pay for CIS services in 15 minute increments with a 1 hour per day minimum for work performed on-site and a 30 minute per day minimum for work performed remotely. Chargeable time includes travel to and from Client's location as described below. Rates are subject to change upon publication of a new rate schedule by CIS (usually in January of each year). Individual CIS employee rates may change at any time if an employee changes positions within CIS and the new position has a different published hourly rate than the employee's current position's rate.

Payment terms for Advanced Contract Payments - unless otherwise indicated are: **Net 10**

Payment terms for Standard Labor - unless otherwise indicated are: **Net 20**

Payment terms for Hardware/Software – unless otherwise indicated are: **Net 10 days**

CLIENT is expected to make full payment before the specified "Net" due date. Credit card payments are subject to a 3% convenience fee. All overdue balances are subject to a 2% monthly finance charge. All CLIENT payments will be applied against the oldest outstanding invoice, unless specified in writing that a payment is to be applied to a specific invoice. Payments will be applied against labor on an invoice before being applied to charges for hardware, software, or materials.

Travel Time - CLIENT will be charged at CIS's published hourly rates for round trip travel time to the CLIENT location rounded up to the nearest 15 minute increment.

Other Expenses - When work requirements necessitate an overnight stay in a motel, actual costs will be billed to CLIENT, including evening, lunch, and morning meals. Material expenses such as backup media and mailing costs may also be billed to the CLIENT.

Weekend Overtime and After-hours Policy

The following premium will be added to CIS standard rates for Holiday, Weekend, or After-hours work requested by CLIENT.

Scheduled After-hours or Weekend work	50% premium
Unscheduled (emergency) After-Hours or Weekend work	100 % premium
Scheduled or Unscheduled Holiday work	200 % premium
Additional Support Fee for Unscheduled or Holiday work	\$250 / Incident

Any work done before 8:00 am or after 5:00 pm Central Time Monday – Friday will be considered After-Hours work. Work done anytime on Saturday or Sunday will be considered Weekend work. The Additional Support Fee will be charged in addition to the premium hourly rates for Unscheduled and Holiday work requests. For work to be considered as scheduled, the work must be requested by CLIENT and accepted and agreed upon by CIS at least 2 business days prior to the work being performed.

Holiday work is defined as any work done on New Year's Day, Memorial Day, The Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day or work performed on a day that Cornerstone is closed in observance of one of these Holidays.

Client may not be charged a premium if the work is done after-hours or weekends for Cornerstone's convenience.

12. PURCHASES. All equipment, software, or other products ordered by CLIENT shall remain CIS property until CLIENT pays CIS the associated invoice or invoices in full. Until that time, CLIENT is to hold the equipment, software, or other products in a safe area and shall protect said items from damage, loss, or theft. CLIENT is to store said items in a way that they can be identified as CIS property until the associated invoice or invoices are paid. All risks associated with loss or damage of said items pass from CIS to CLIENT on delivery. In addition, if payment is overdue CIS may cancel or suspend delivery of other items, services, or products yet to be delivered to CLIENT. If invoices reach 60 days past due, CLIENT hereby authorizes CIS upon 10 day notice to withdraw any unpaid equipment, software, or other products from client site(s) and/or to suspend software usage rights until payment is received for those items, subject to a reasonable retention/liquidation policy. Such action does not waive CLIENT's obligation to pay the associated invoices for items ordered. If one or more CLIENT invoices are past due, CIS reserves the right to apply any CLIENT payments to the oldest invoices. CLIENT may not deduct any set off, counterclaim or other sum from CIS invoices for goods or services ordered under this agreement unless CIS agrees in writing.

13. UNFORESEEABLE CIRCUMSTANCES. CIS shall not be liable for delay or default resulting from any cause beyond CIS's reasonable control, including but not limited to, governmental action, strikes or other labor disruption, casualty, fire, damage or destruction of Goods, wars (declared or undeclared), acts of terrorism, manufacturer shortages, availability or timeliness of transportation, materials, fuels or supplies, pandemics, and acts of God (each a "Unforeseeable Circumstance"). Upon the occurrence of an Unforeseeable Circumstance(s): (a) the time for CIS's performance shall be extended reasonably and the parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to CIS resulting from such Unforeseeable Circumstance(s); and (c) CLIENT shall not be entitled to any other remedy, except to cancel any open orders without penalty where the Unforeseeable Circumstance(s) exceed 30 days.

14. SERVICE WARRANTIES. Under this general agreement, CIS is providing "best effort" services to CLIENT in return for hourly fees. Unless negotiated and stated in separate and specific contract or proposal, CIS does not make any warranty, expressed or implied, that the performance of requested services will produce the result intended by CLIENT. In no event shall CIS be responsible for any indirect or consequential damages or losses in connection with services requested by CLIENT or inability to use CLIENT information systems. CIS liability for negligent acts of harm shall be limited to direct costs or damage associated with a given project and shall not exceed the amounts paid to CIS by CLIENT for that particular project.

15. WARRANTY STATEMENT. CIS does not warrant or guarantee any product manufactured by any 3rd party. CIS is a retailer of Goods manufactured by other companies and will pass to CLIENT any transferable manufacturer's warranties. CIS does not provide any separate or independent warranties. CIS EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NO WARRANTY OR REPRESENTATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY CLIENT. CLIENT AND PERSONS CLAIMING THROUGH CLIENT (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM EACH MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. CLIENT SHALL PASS THESE TERMS TO ANY SUBSEQUENT PURCHASERS AND USERS OF GOODS. CIS ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF GOODS, USE, MISUSE, ALTERATION OR MODIFICATION OF GOODS, OR CIS'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY CLIENT. CLIENT may contact the manufacturer under its warranty provisions for problem resolutions for the period of the warranty. However, CLIENT understands and agrees that if the CLIENT or anyone on behalf of the CLIENT contacts CIS to assist with warranty issues, then CIS labor to troubleshoot and/or correct the problem or to contact the manufacturer on behalf of CLIENT will be chargeable to CLIENT at normal hourly rates.

16. DESTINATION CONTROL STATEMENT. Export sales of Goods are subject to the following: These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

17. LIMITATION OF LIABILITY. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CIS BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CIS'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO CLIENT THAT ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS AGAINST CIS MUST BE BROUGHT WITHIN ONE (1) YEAR OF ACCRUAL OF A CAUSE OF ACTION.

18. INDEMNIFICATION. CLIENT hereby agrees to indemnify, defend and hold harmless CIS, including any and all direct or indirect parent corporations subsidiaries and affiliates and all present and former directors, officers, shareholders, members, managers, agents, insurers, attorneys, representatives, employees, predecessors, successors and assigns (collectively referred to as the "Released Parties"), from and against all demands, claims, fines, actions or causes, and/or all losses, damages, judgments, liabilities, penalties, attorney fees, costs and expenses asserted against, resulting to, imposed upon, or incurred by CIS in connection with CLIENT's use of any Goods furnished hereunder, as well as any negligent, intentional or tortious act or omission of CLIENT or any breach by CLIENT of these Terms.

19. DEFAULT. You agree that you will be in default if: (a) you fail to comply with these Terms; (b) by bankruptcy or insolvency proceedings involving you; (c) you die or become incompetent; (d) you have provided CIS false or misleading information relating to your order or purchase; (e) you fail to perform any other of your obligations under the terms of this Agreement; or (f) you are in default under any other agreement you have with CIS or any of its affiliates. You agree that, upon your default, CIS may cancel any open orders, close your account to future purchases and that CIS may demand immediate payment of your balance, after giving you any notice and opportunity to cure the default required by applicable law. In addition, you agree that CIS shall have all the rights of a secured creditor under the Uniform Commercial Code and other applicable law. These Terms shall survive termination, cancellation or completed performance, so long as necessary to allow CIS to fully enforce its rights.

20. COLLECTION COSTS. You agree that if CIS seeks to enforce this Agreement or upon a default by you, whether or not suit is filed, you will pay for CIS's expenses incurred in connection with the enforcement of its remedies, including without limitation, repossession, repair and collections costs, any attorney's fees plus court costs and related fees including any bankruptcy fees and costs, to the full extent permitted by applicable law.

21. LEGAL PROCEEDINGS AND WAIVER OF JURY TRIAL. The parties shall meet and remedy any provision of this AGREEMENT that may be found invalid. The remainder of the AGREEMENT shall not be affected thereby. Failure to perform by either party as a result of Force Majeure is forgiven. This AGREEMENT may not be assigned or transferred by either party without the other's consent. Any modification must be in writing. The laws of the Commonwealth of Kentucky shall govern, without regard to its conflicts of law, specifically excluding the UN Convention on Contracts for the International Sale of Goods. You consent to the jurisdiction of the United States District Court for the Western District of Kentucky or the Circuit /District Court of Christian County, Kentucky, in any action or proceeding arising out of or relating to this Agreement. Nothing in this paragraph shall affect the right of CIS to bring any action or proceeding against CLIENT in a court of other jurisdiction. CLIENT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY RELATED COURSE OF CONDUCT, SELL OF GOODS, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

22. SUCCESSORS AND ASSIGNS. CLIENT shall immediately notify CIS, in writing, within five (5) business days upon a legal change of name or address. This document shall be binding on administrators, executors, and personal representatives of the undersigned CLIENT and shall inure to the benefit of CIS, its successors, legal representatives, and assigns. When reference is made to "You" "Your" or "CLIENT," the singular shall include the plural and the masculine shall include the feminine or neutral.

23. RELATIONSHIP OF PARTIES. This Agreement does not establish a joint venture, partnership, or joint enterprise between CLIENT and CIS. You acknowledge that CIS is neither an agent for nor a fiduciary of CLIENT in regard to your borrowing transactions. CLIENT has the absolute obligation to make full payment under the terms and conditions of this Agreement, despite any losses, damage, or destruction to the Goods. Any advice or recommendation by CIS's employees or agents is solely by way of recommendation. CLIENT's implementation of any such recommendation is exclusively CLIENT's decision and CIS shall have no liability for any such decision.

24. TERMINATION. This AGREEMENT shall remain in effect until terminated by:

- (a) Agreement between the parties, or
- (b) CIS with 30 days written notice to CLIENT, with reasons for termination, or
- (c) Automatic termination once the CLIENT has not used a CIS billed labor service or purchased a product from CIS within the previous 12 months.

25. INCONSISTENT TERMS. These Terms shall expressly prevail over any additional or inconsistent terms in the CLIENT's purchase order or other CLIENT documents, which are expressly rejected by the CIS and shall not be binding. Only the CEO of CIS is authorized to accept any additional or inconsistent terms, which must be acknowledged by CEO in writing, and in no event is any CIS senior management, employee, or customer service representative authorized to modify these Terms or accept additional or inconsistent terms. No modification or alteration of these Terms shall result by the fulfillment of any goods, products or services upon receipt of CLIENT's purchase order or any other Agreement containing additional or inconsistent terms.

26. GENERAL PROVISIONS. This Agreement is the entire contract between CLIENT and CIS with respect to the matters covered herein and supersedes any prior communications or oral agreements. Captions in this Agreement are for convenience only. Should any terms or provisions of this Agreement be found to be void, invalid or unenforceable by a court of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the enforceability of the remaining terms and provisions or application of this Agreement. CIS may delay or forego enforcing any of its rights or remedies under this Agreement without losing them. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who accepts this Agreement shall be released from liability. All parties agree that CIS may modify this Agreement without the consent of or notice to anyone other than the CLIENT. Where accepted by multiple CLIENTs for the same or related transactions, each CLIENTs' obligations under this Agreement are joint and several. Failure to perform by either party as a result of Force Majeure is forgiven.

27. ACKNOWLEDGMENT. The undersigned, being either the CLIENT or an individual authorized to act on behalf of the CLIENT, represents he/she/it has read this document completely, understands the contents of same, and further agrees to all terms and conditions of this Agreement and to the CIS's Invoice terms for the sale of any Goods.