



GENERAL TERMS AND CONDITIONS

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This document and all information contained herein are the proprietary and confidential property of C Network Systems, Inc. ("CNET").

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All trademarks, service marks, and trade names referenced herein are the property of their respective owners.

Use of this document is strictly limited to authorized representatives of CNET and its clients for the sole purpose of defining the business relationship and obligations between the parties.

C Network Systems, Inc. maintains this document as a controlled corporate governance artifact under its Compliance and Quality Management Framework.

All revisions are version-controlled and supersede previous editions upon issuance.

PUBLISHER AND DOCUMENT CONTROL

Publisher: C Network Systems, Inc.

Corporate Office: PMB 1166 · 1000 Brickell Avenue · Suite 715 · Miami, FL 33131 · United States

Website: <https://cnetworksystems.com>

This General Terms and Conditions ("GTC") document is published and maintained by CNET's Legal, Compliance & Information Security Office.

All controlled copies are distributed exclusively through CNET's secure corporate repository and client governance portals.

DISCLAIMER

The information, terms, and representations contained in this document are provided solely to define and govern the professional and commercial relationship between C Network Systems, Inc. ("Service Provider") and its clients ("Client").

CNET delivers all services, recommendations, and configurations in good faith, following recognized industry standards, cybersecurity frameworks, and applicable U.S. and international best practices.

While every effort is made to ensure accuracy, reliability, and continuity of service, CNET makes no warranties, express or implied, that any service, configuration, or product will be error-free, uninterrupted, or fit for every specific environment or purpose.

Nothing contained in this document shall be construed as legal, tax, accounting, or investment advice. Each party remains solely responsible for ensuring its own compliance with all applicable federal, state, and local laws, including—but not limited to—data-protection, privacy, and cybersecurity regulations.

CNET’s total responsibility and liability are strictly limited to the obligations expressly set forth in the Master IT Managed Services Agreement (MSA) and its duly executed Addenda, Statements of Work, or Attachments.

CONTROLLED DOCUMENT

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09-20-20205	1.1	Leomir Curbelo	Unified Governing Law & Notices

GENERAL

DEFINITIONS AND INTERPRETATION

These Definitions and Interpretation rules establish the foundational terminology used throughout this General Terms and Conditions document and any associated Master IT Managed Services Agreement (MSA), Addendum, or Statement of Work (SOW). All capitalized terms not otherwise defined herein shall have the meaning assigned in the applicable MSA.

In these General Terms and Conditions ("Conditions"), the applicable Rate Schedule, and every Quotation, Order, Plan, Statement of Work (SOW), Addendum, or any other written or electronic arrangement in connection with the supply of goods or services by C Network Systems, Inc. ("CNET," "We," "Us," or "Our"), the following definitions shall apply:

"After Hours" means the period from 5:00 p.m. to 8:00 a.m. Eastern Time, Monday through Friday, and all day on Saturday, Sunday, and U.S. Federal Holidays, unless otherwise agreed in writing.

"Business Hours" means 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding U.S. Federal Holidays.

"Client," "You," or "Your" means any individual, company, organization, or legal entity that requests, orders, or receives goods or services from Us, including its subsidiaries, affiliates, representatives, successors, and assigns.

"Conditions" means these General Terms and Conditions (CNET-GTC-2025) and any future revisions thereof.

"Goods" means any tangible hardware, equipment, component, or associated deliverable supplied, sourced, configured, or installed by Us in connection with the services described herein or in an applicable MSA, SOW, or Addendum.

"Order" means any written or electronic request issued by You to Us for the purchase or performance of Goods or Services, including but not limited to approved quotations, purchase orders, or service authorizations.

"Quote" or "Quotation" means a written commercial offer provided by Us specifying scope, pricing, quantities, and conditions for Goods or Services to be supplied.

"Period" means a designated time interval—daily, weekly, monthly, annually, or as otherwise agreed—during which certain Services are to be performed.

"Plan" means any defined managed-services program or recurring support arrangement under which We provide ongoing Services to You, as further described in a Statement of Work, Addendum, or Plan Schedule.

"Plan Schedule" means the specific schedule of inclusions, exclusions, and pricing applicable to a Plan, which CNET may revise periodically upon reasonable written notice.

"Public Holidays" means any U.S. Federal or Florida State public holiday officially observed at CNET's principal office in Miami, Florida.

"Rates" means the hourly rates, monthly recurring charges, after-hours premiums, and any other applicable fees for Services as set forth in the current CNET Rate Schedule or as otherwise agreed in writing between the Parties.

"Rate Schedule" means the official published schedule of rates, fees, and billing terms maintained by CNET and updated periodically under corporate policy.

"Reasonable Assistance Limits" has the meaning set forth in Clause 17.2 of these Conditions.

"Return / Cancellation Fee" means any administrative fee charged by Us pursuant to Clause 12.5 for processing a client-initiated return or cancellation.

"Service Request" means a formally logged request for service, support, or assistance, including but not limited to adds, moves, changes, troubleshooting, maintenance, or consulting tasks.

"Services" means all professional, managed, technical, cybersecurity, cloud, or advisory services performed by Us for You, whether recurring or project based.

"Software" means any licensed software, firmware, update, patch, or related digital component provided, installed, or managed by Us, together with associated implementation or maintenance Services.

"Us," "Our," or "We" means C Network Systems, Inc., a Florida corporation with principal offices at PMB 1166, 1000 Brickell Avenue, Suite 715, Miami, FL 33131, including its officers, employees, affiliates, successors, and permitted assigns.

“Work” means any deliverable, configuration, integration, installation, development, consulting, or other professional activity performed by Us for You, whether specifically identified in an Order or Quote, including related design, documentation, testing, and verification.

For clarity, references to managed IT, cybersecurity, cloud, or advisory services in these General Terms and Conditions describe potential service categories offered by CNET and do not constitute a commitment to deliver any such services unless expressly included in a duly executed Master Services Agreement, Addendum, or Statement of Work

INTERPRETATION RULES

Unless the context otherwise requires:

1. Words in the singular include the plural, and vice versa.
2. References to any gender include all genders.
3. Headings are for convenience only and do not affect interpretation.
4. References to monetary amounts are in United States Dollars (USD).
5. References for time are in Eastern Time (ET), unless otherwise stated.
6. References to any statute, regulation, or law include any amendment or re-enactment thereof.
7. The words “include,” “includes,” or “including” shall be interpreted as “without limitation.”
8. A reference to a document or agreement includes any authorized amendment, supplement, or replacement thereof.
9. If any provision of these Conditions is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
10. References to “bankruptcy,” “insolvency,” or similar terms include any analogous process or proceeding under applicable U.S. Federal or State law.

The Parties acknowledge that these definitions and interpretation rules shall apply uniformly to all documents incorporated by reference into the MSA, ensuring consistent understanding and application of contractual terms across all C Network Systems engagements.

References to industry standards, frameworks, or best practices (including ISO, NIST, HIPAA, or similar) are illustrative only and do not define a standard of care or create audit, certification, or compliance obligations unless expressly agreed in writing.

APPLICATIONS OF THESE CONDITIONS

INCORPORATION AND PRECEDENCE

Unless otherwise expressly agreed in writing by C Network Systems, Inc. (“CNET”), these General Terms and Conditions (“Conditions”) are automatically incorporated into, and form

an integral part of, every Quotation, Order, Plan, Statement of Work (SOW), Addendum, or other contractual arrangement executed between CNET and the Client.

To the extent of any inconsistency or conflict between these Conditions and the terms of any related Quotation, Order, Plan, or other subordinate document, these Conditions shall prevail, except where a duly executed Master IT Managed Services Agreement (MSA) expressly states otherwise.

In all cases, the MSA shall govern the overarching relationship between the Parties and supersede any inconsistent provision contained in these Conditions or ancillary documents.

The version of these General Terms and Conditions in effect as of the Effective Date of the applicable Master Services Agreement (MSA) or Addendum shall govern that engagement unless the Parties mutually agree to adopt a later revision in writing.

These Conditions form the baseline corporate framework for all C Network Systems MSAs and shall apply uniformly unless expressly varied in writing.

AMENDMENTS AND WRITTEN CONSENT

Any amendment, waiver, or variation to these Conditions must be made in writing and approved by an authorized representative of CNET's Legal and Compliance Office.

No verbal statement, purchase order note, or unsigned communication shall modify or override the obligations set forth herein.

SEVERABILITY

If any provision of these Conditions is found to be invalid, illegal, or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions, which shall continue in full force and effect.

The Parties agree to substitute any such invalid or unenforceable provision with a new provision that most closely reflects the original intent and lawful purpose of the clause.

COMMITMENT TERM

INITIAL TERM

The initial commitment term for the Services (the "Commitment Term") shall be as specified in the applicable Quotation, Statement of Work (SOW), or Addendum issued by C Network Systems, Inc. ("CNET") and accepted by the Client.

Unless otherwise stated in writing, the Commitment Term shall begin on the first (1st) day of the month immediately following the date of execution or written approval of the corresponding Quotation or Agreement by both Parties.

For the purposes of the Master IT Managed Services Agreement ("MSA"), the default Commitment Term shall be twenty-four (24) months, unless otherwise defined in a specific Addendum or Proposal.

All pricing, fees, and service deliverables shall remain fixed for the duration of the Commitment Term, provided the Client remains in good standing and compliant with all payment obligations.

AUTOMATIC RENEWAL

Upon expiration of the initial Commitment Term, the Agreement shall automatically renew for successive twelve-month ("Renewal Terms") at CNET's then-current rates, unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term.

All Services, pricing, and obligations shall continue without interruption during each Renewal Term, unless modified by mutual written agreement or as otherwise permitted under this Agreement.

CONTINUOUS SERVICE PRINCIPLE

CNET is committed to ensuring service continuity, stability, and cybersecurity compliance throughout the entire Commitment Term and any Renewal Term.

Any modification, expansion, or reduction in scope shall be documented through a formal written amendment or Change Order executed by both Parties.

TERMINATION

The Client may terminate this Agreement by providing ninety (90) days' prior written notice to C Network Systems, Inc. ("CNET") if any of the following conditions occur:

- CNET fails to fulfill, in any material respect, its obligations under this Agreement and does not cure such failure within thirty (30) days after receiving written notice describing the default.

- CNET breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of written notice; or
- CNET ceases business operations without succession by a permitted assignee under this Agreement.

CNET may terminate this Agreement for any reason by providing ninety (90) days' prior written notice to the Client.

CNET may also terminate this Agreement immediately upon written notice if the Client fails to make payment when due and does not cure such failure within ten (10) business days; violates any confidentiality, security, or acceptable-use provision; or engages in conduct that materially interferes with CNET's ability to deliver the Services or comply with regulatory obligations.

Upon termination or expiration, CNET will provide reasonable termination-assistance services to support the orderly transition of Services to the Client or its designated replacement provider.

Such assistance will include the secure transfer of documentation, data, credentials, and configurations required for continuity of operations.

Termination-assistance work will be billed at CNET's standard professional-services rates as set forth in the current Rate Schedule and paid in accordance with this Agreement.

If the Client terminates this Agreement prior to the end of the active Commitment Term, or otherwise without cause, the Client shall pay an early-termination fee equal to the then-current monthly service fee multiplied by the number of months remaining in the Commitment Term, as set forth in the Master IT Managed Services Agreement (MSA).

This amount is due within fourteen (14) days of the Client's written notice of termination.

The Parties acknowledge that this early-termination fee represents liquidated damages, not a penalty, and constitutes a fair and reasonable estimate of CNET's anticipated losses, including reserved staffing, licensing, and infrastructure capacity.

Termination of this Agreement does not relieve either Party of any accrued obligations, including payment for Services rendered or costs incurred prior to the effective termination date.

All provisions relating to confidentiality, limitation of liability, data protection, dispute resolution, and governing law shall survive termination or expiration.

This Agreement and any termination hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles.

Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida for all disputes arising from or related to this Agreement.

REPRESENTATIONS

The Client acknowledges and agrees that no officer, employee, agent, reseller, or representative of C Network Systems, Inc. ("CNET") is authorized to make, and the Client shall not rely upon, any statement, promise, representation, or warranty concerning the scope, performance, or outcome of the Goods or Services except as expressly stated in a duly executed Master IT Managed Services Agreement (MSA), Addendum, Statement of Work (SOW), or official written communication issued by CNET's authorized representatives.

All prior proposals, marketing materials, or verbal statements—whether oral or written—shall be deemed informational only and shall not create any contractual obligation, warranty, or representation unless specifically incorporated by reference into a binding Agreement executed by both Parties.

The Client further acknowledges that the delivery of information, assessments, or recommendations by CNET constitutes professional opinion based on prevailing industry standards and is not a guarantee of a particular result or business outcome. No implied representations or warranties shall arise from advice, system recommendations, or technical guidance provided outside of the agreement executed.

CNET expressly disclaims any responsibility for representations, commitments, or assurances made by any third-party vendor, distributor, or contractor not formally engaged under a written subcontract authorized by CNET.

NOTICES

All notices, demands, requests, consents, or other communications required or permitted under this Agreement ("Notice") shall be in writing and delivered by one or more of the following methods:

1. Electronic Mail (Primary Method):
A Notice sent by electronic mail to the recipient's last known business e-mail address on record with C Network Systems, Inc. ("CNET") shall constitute valid and effective delivery on the date and time such message is successfully transmitted, provided that no system-generated failure or non-delivery message is received.
2. Certified or Registered Mail / Courier (Optional Secondary Method):
If required by law or expressly requested by either Party, Notices may also be sent by certified or registered mail (return-receipt requested) or by nationally recognized overnight courier, in which case delivery shall be deemed effective upon documented receipt at the recipient's principal business address.

3. Authorized Addresses:

Each Party shall designate a primary contact e-mail address for official communications. Either Party may update its contact information by providing written notice to the other Party in accordance with this section.

4. Electronic Acceptance and Records:

The Parties agree that electronic communications, including e-mail, electronic signatures, and digitally stored correspondence, satisfy all legal requirements for written notice and record retention under the Florida Electronic Signature Act (Fla. Stat. § 668.50) and the U.S. E-SIGN Act (15 U.S.C. § 7001 et seq.).

All Notices shall reference the specific Agreement or SOW to which they pertain. Routine operational communications, service updates, or billing correspondence may be conducted via CNET's client portal, helpdesk platform, or standard business e-mail without constituting formal legal notice.

This Notices provision governs all routine operational communications under these Terms; formal legal correspondence shall additionally comply with the Notices requirements set forth in Appendix A.

GOVERNING LAW

This Agreement, including these General Terms and Conditions, the Master IT Managed Services Agreement (MSA), and all related Addenda, Appendices, Proposals, or Statements of Work executed between the Parties, shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict-of-law principles or the United Nations Convention on Contracts for the International Sale of Goods.

The Parties expressly agree that any dispute, claim, or controversy arising out of or relating to this Agreement—including, without limitation, its interpretation, performance, enforcement, or termination—shall be subject to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida. Each Party irrevocably consents to the personal jurisdiction and venue of such courts and waives any objection based on inconvenient forum or lack of jurisdiction.

The Parties acknowledge that this provision is a material condition of entering into this Agreement and forms part of the consideration for C Network Systems, Inc.'s willingness to provide Goods and Services under any related MSA, Addendum, or Appendix. This governing law and venue shall apply equally to all attachments, appendices, or incorporated documents forming part of this Agreement.

Nothing herein shall prevent either Party from seeking injunctive or equitable relief in any court of competent jurisdiction to protect confidential information, intellectual-property rights, or to enforce non-solicitation, privacy, or data-protection obligations.

All disputes, claims, or controversies shall be handled in accordance with the Dispute Resolution and Mediation procedure described in Appendix A of these General Terms and Conditions, which is hereby incorporated by reference.

ASSIGNMENT

The Client shall not assign, transfer, delegate, or otherwise convey any of its rights or obligations under this Agreement, in whole or in part, whether voluntarily, by operation of law, merger, acquisition, or otherwise, without the prior written consent of C Network Systems, Inc. ("CNET"). Any attempted assignment or transfer in violation of this provision shall be null, void, and of no effect.

CNET may assign or transfer this Agreement, in whole or in part, without Client consent to (a) any parent, subsidiary, or affiliated entity under common control; (b) any successor organization resulting from merger, consolidation, corporate reorganization, or sale of substantially all assets; or (c) a qualified subcontractor or service delivery partner engaged to perform portions of the Services, provided that CNET shall remain fully responsible for such subcontractor's performance.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any authorized assignment shall not relieve either Party of its accrued obligations or liabilities existing prior to the effective date of such assignment unless expressly agreed in writing.

No assignment or delegation shall relieve the Client of its payment obligations or limit CNET's rights or remedies under this Agreement. CNET's consent to one assignment shall not constitute a waiver of this clause for future assignments.

VARIATION OF THESE TERMS AND CONDITIONS

C Network Systems, Inc. ("CNET") may, from time to time, revise, amend, or update these General Terms and Conditions ("GTC") as part of its corporate legal, compliance, and information-security governance program.

All revisions shall be published in CNET's controlled document repository and on its official corporate website at <https://cnetworksystems.com/legal>

, together with the applicable version number, revision date, and effective date. Publication of an updated version shall constitute sufficient and effective notice to all Clients.

Unless otherwise required by law or expressly stated in writing, such revisions shall become effective thirty (30) calendar days after publication or on the date otherwise specified in the notice. Continued use of CNET's Services, execution of new Orders, or acceptance of new Statements of Work (SOWs) after the effective date shall be deemed acknowledgment and acceptance of the updated GTC.

No verbal statement, purchase-order notation, or informal correspondence shall modify, amend, or supersede any term of these Conditions. Any modification or deviation from the GTC or the MSA must be approved in writing by an authorized officer of CNET's Legal and Compliance Office.

CNET maintains all historical versions of this document as part of its ISO/IEC 27001-aligned document-control system, ensuring traceability, auditability, and client access upon request.

CORPORATE POLICY REFERENCE

These General Terms and Conditions operate in conjunction with CNET's internal corporate policies and procedures, including its Information Security Management System (ISMS), Quality Management System (QMS), and Business Continuity and Disaster Recovery (BC/DR) framework. Copies of these corporate policies are available to Clients under nondisclosure upon reasonable request for audit or compliance verification.

GOODS AND SERVICES

QUOTES

PURPOSE AND EFFECT

All quotations, proposals, or estimates issued by C Network Systems, Inc. ("CNET") constitute an invitation to negotiate and shall not, by themselves, create any binding contractual obligation.

A binding agreement arises only upon the Client's written or electronic acceptance of a formal Quotation and CNET's corresponding issuance of a written Order Confirmation or execution of a Statement of Work (SOW) or Addendum under the Master IT Managed Services Agreement (MSA).

VALIDITY PERIOD

Unless otherwise stated in writing, each Quote is valid for fifteen (15) calendar days from the date of issuance. After this period, pricing, availability, and specifications are subject to change without notice. Expired Quotes may be re-issued upon request at then-current rates and conditions.

Price Integrity and Adjustments

Quoted pricing is based on prevailing vendor costs, labor rates, and market conditions at the time of issuance. CNET reserves the right to revise any Quote prior to acceptance if:

- vendor or supplier prices materially change.
- component availability or freight costs fluctuate; or
- the Client requests scope or specification modifications.

Once a Quote is accepted and confirmed by CNET in writing, the quoted prices become fixed for that engagement, subject only to mutually agreed scope changes through a formal Change Order.

SCOPE AND INTERPRETATION

Each Quote shall be deemed to accurately reflect the Client's requested specifications as understood at the time of issuance. Any subsequent revision requested by the Client will be treated as a new or amended Quote and, upon acceptance, billed at the current prevailing rates unless otherwise agreed in writing.

NON-STOCK AND THIRD-PARTY ITEMS

Quoted pricing for non-stock or third-party products is subject to manufacturer lead times, availability, and market adjustments beyond CNET's control. If an item becomes unavailable, CNET may propose a comparable or superior substitute at equal or lower cost, subject to the Client's written approval.

FREIGHT AND LOGISTICS

Unless expressly included, shipping, freight, handling, and insurance charges are additional and will be itemized in the final Order. Any estimated delivery or installation date is a good faith estimate only and not a guaranteed commitment.

PROMOTIONS AND DISCOUNTS

Special pricing, bundled offers, or promotional discounts apply solely to the Quote in which they appear and may not be combined with any other incentive or offer unless expressly authorized in writing by CNET.

WARRANTY REFERENCES

Unless otherwise stated, hardware items quoted by CNET are covered solely by the original manufacturer's standard warranty for parts and labor on a return-to-depot basis. CNET provides no separate or extended hardware warranty beyond that of the manufacturer unless explicitly stated in the SOW or Addendum.

WITHDRAWAL OR REVISION

CNET reserves the right to withdraw or amend any unaccepted Quote at any time, in its sole discretion, without liability, including where product costs or vendor terms change after the date of issuance. Publication of an updated Quote supersedes all prior pricing for the same items or services.

ORDERS

ORDER PLACEMENT

Clients may place an Order for Goods and/or Services with C Network Systems, Inc. ("CNET") by submitting a duly completed order form, an approved Quotation, or an authorized Statement of Work (SOW) through CNET's secure electronic portal or via official business e-mail correspondence.

Each Order must clearly identify the Client's full legal name, principal business address, federal tax identification number (EIN), relevant Quote or SOW reference number, and an authorized contact person.

AUTHORIZATION AND ELECTRONIC ACCEPTANCE

Orders transmitted by e-mail, digital signature, or through CNET's web-based systems shall be deemed validly executed and legally binding upon transmission, provided the sender or

signer is an individual reasonably appearing to be authorized to act on the Client's behalf. By submitting an Order, the Client represents and warrants that:

The individual placing the Order is duly authorized to bind the Client; and

The Order accurately reflects the scope, pricing, and terms agreed between the Parties.

Absent actual knowledge to the contrary, CNET may rely on the apparent authority of any individual submitting an Order that contains the Client's identifying information or is transmitted from a verified corporate domain.

ORDER ACCEPTANCE AND FORMATION OF CONTRACT

No Order shall be binding on CNET until it has been formally accepted in writing by an authorized representative of CNET or incorporated into an executed SOW or Addendum under the Master IT Managed Services Agreement (MSA).

CNET reserves the right to decline or defer any Order, in whole or in part, at its discretion, including where credit approval, payment verification, or compliance requirements have not been satisfied.

PAYMENT AND RELEASE FOR DELIVERY

Unless otherwise specified in the applicable Quote or SOW, CNET shall have no obligation to procure, ship, or deliver any Goods or commence Services until payment has been received in cleared funds for all applicable charges, including freight, insurance, taxes, or deposits required under the Order.

Where credit terms have been extended pursuant to approved account status, the Client shall comply with the payment schedule defined in the MSA and the corresponding invoice.

CREDIT REVIEW AND FINANCIAL VERIFICATION

To evaluate creditworthiness or determine appropriate payment terms, the Client authorizes CNET to perform customary credit and reference checks in accordance with applicable U.S. privacy and fair-credit laws. CNET may condition acceptance of an Order on satisfactory credit review or require advance payment or security as a condition of fulfillment.

CANCELLATION AND CHANGES

No Order may be cancelled or amended by the Client after CNET's acceptance without

CNET's prior written consent. Where cancellation is permitted, the Client shall remain responsible for all costs, fees, or supplier charges incurred by CNET in connection with the cancelled Order, including any restocking, handling, or non-recoverable vendor fees. Orders involving customized, configured, or special-order Goods are non-cancellable and non-returnable once placed with the manufacturer or distributor.

OPERATIONAL PROCEDURES AND COOPERATION

The Client agrees to cooperate fully with CNET's established operational procedures for service delivery, logistics, and onboarding. CNET may, from time to time, issue process updates or procedural notices necessary to ensure regulatory compliance, cybersecurity integrity, and quality assurance under its ISO/IEC 27001-aligned management system.

PRICING AND RATES

GENERAL PRICING STRUCTURE

All pricing, rates, and charges quoted or invoiced by C Network Systems, Inc. ("CNET") for Goods and/or Services are exclusive of all applicable taxes, including but not limited to sales tax, use tax, value-added tax (VAT), excise tax, or other governmental charges, unless otherwise expressly stated in writing. All such taxes shall be the responsibility of the Client and will be added to the applicable invoice as required by law.

RATE SCHEDULE AND APPLICATION

The Client pays for all Goods and Services in accordance with the Rate Schedule and applicable Statement of Work (SOW) **or** Addendum in effect at the time such Goods or Services are rendered.

CNET maintains an official Rate Schedule covering standard hourly rates, monthly recurring charges (MRC), after-hours premiums, travel charges, and project-specific fees. The Rate Schedule may be updated periodically to reflect changes in market conditions, vendor costs, or regulatory requirements; however, pricing for active SOWs under an existing Commitment Term shall remain fixed for the duration of that term, as defined in the MSA.

RATE ADJUSTMENTS AND REVISIONS

CNET reserves the right to revise its Rate Schedule from time to time, effective upon publication to its secure client portal or written notice to the Client. Such revisions shall not affect any SOW or Addendum currently under a fixed-rate term unless otherwise agreed in writing.

Variable-rate services, time-and-materials work, or out-of-scope engagements will be billed at the prevailing rates in effect at the time the work is performed.

CALL-OUT FEES AND ONSITE SERVICES

CNET may charge a call-out fee or onsite service fee in addition to standard labor rates when travel to the Client's site is required. The applicable amount shall be determined based on the Client's location, service level, and urgency of request, and will be itemized in the invoice or SOW.

ADMINISTRATIVE AND RETURN FEES

If CNET arranges a return, refund, or cancellation on the Client's behalf, or if the Client cancels an Order or Project after acceptance, CNET may charge a Return or Cancellation Fee to cover administrative and vendor processing costs. Such fees may be deducted from any refunds or credits otherwise payable to the Client.

AUTHORIZED EXPENSES

The Client agrees to reimburse CNET for all reasonable, pre-approved out-of-pocket expenses incurred in performing Services under this Agreement. These may include, but are not limited to, travel expenses, airfare, mileage, hotel accommodation, meals, tolls, parking, car rental, freight, courier, and related costs.

CNET will obtain written or electronic authorization from the Client prior to incurring any significant non-routine expenses. All reimbursable expenses shall be itemized on the applicable invoice and supported by receipts upon request.

BILLING INCREMENTS AND TIME CALCULATION

Unless otherwise specified in a written SOW or Plan, Services billed on a time-and-materials basis shall be calculated in fifteen (15)-minute increments, rounded up to the next increment, with a minimum billing period of one (1) hour for onsite visits. Travel time, preparation, and documentation performed as part of the engagement are considered billable components unless explicitly excluded.

PREPAID SERVICE BLOCKS AND RETAINERS

If the Client purchases prepaid blocks of service hours or retainer-based credits, payment must be made in advance at the rates set forth in the applicable Rate Schedule or SOW.

Prepaid hours must be used within the stated validity period and cannot be rolled over, refunded, or transferred beyond the defined service term. Unused time at the end of the period shall expire automatically without credit or reimbursement, except where otherwise required by law or expressly agreed in writing.

SEPARATE CHARGES FOR GOODS AND SERVICES

CNET may, in its discretion, invoice Goods and Services separately or as a bundled total, depending on the nature of the engagement. Any taxes, shipping, or third-party vendor costs will be itemized for transparency.

CHANGES IN UNDERLYING COSTS

Where material increases occur in vendor pricing, exchange rates, freight costs, or other input costs beyond CNET's reasonable control, CNET reserves the right to adjust affected pricing prospectively, provided that any such adjustment is supported by written notice and applies only to future or non-fixed-term engagements.

SERVICES AND PLANS

SCOPE AND STRUCTURE

C Network Systems, Inc. ("CNET") provides managed IT, cybersecurity, cloud, and professional services (collectively, the "Services") under structured service plans and Statements of Work (SOWs) as defined in the applicable Plan Schedule, Addendum, or Quotation.

Each Plan specifies inclusions, exclusions, service-level objectives, escalation procedures, and billing parameters in accordance with the Master IT Managed Services Agreement (MSA) and the current Rate Schedule.

SERVICE AND PLAN VARIATIONS

CNET continually refines its service catalog to maintain technological currency, security compliance, and operational excellence.

Accordingly, CNET reserves the right to modify, enhance, replace, or discontinue any Service or Plan offering, or to adjust its scope, tools, or methodologies, in response to evolving industry standards, cybersecurity requirements, or vendor ecosystem changes.

No such modification shall materially reduce the overall level of service committed to the Client during an active Commitment Term, except where:

1. mandated by law or regulatory change.
2. required to remediate a material security risk or software end-of-life event; or
3. mutually agreed in writing through a formal Change Order or Addendum.

CLIENT NOTICE AND TRANSITION

For any modification that materially affects deliverables, pricing, or Client operations, CNET shall provide at least thirty (30) days' written notice and coordinate a transition plan designed to minimize disruption.

Minor updates, tool substitutions, or process improvements that do not alter contractual outcomes or pricing may be implemented without prior notice but will be documented in CNET's controlled service-plan repository.

PLAN SCHEDULES AND DOCUMENTATION

Current Plan Schedules and Rate Schedules are maintained in CNET's secure governance portal and are available to Clients upon request.

Each Client participating in a managed-services Plan shall receive a tailored Plan Schedule

describing the applicable service tier, response targets, escalation matrix, and performance metrics.

Plan Schedules form an integral part of the Agreement and are subject to these General Terms and Conditions and the governing MSA.

COMPLIANCE AND CONTINUOUS IMPROVEMENT

All Services are delivered under CNET's integrated Information Security Management System (ISMS) aligned with ISO/IEC 27001, 27017, and 27018.

CNET commits to continual service improvement, audit readiness, and proactive risk management consistent with enterprise-grade IT service-management principles.

CONTRACTING

SUBCONTRACTING AUTHORITY

C Network Systems, Inc. ("CNET") may, in its discretion, engage qualified subcontractors, strategic partners, or affiliated service providers to perform any portion of the Goods or Services described in this Agreement. Such subcontracting may include specialized technical resources, cloud-hosting providers, network engineers, security analysts, or logistics partners required to deliver the contracted scope.

RETENTION OF RESPONSIBILITY

CNET shall remain fully and primarily responsible for the performance, quality, confidentiality, and compliance of all Services performed under this Agreement, regardless of whether such Services are executed directly by CNET personnel or through an authorized subcontractor.

All subcontracted activities shall adhere to the same contractual, technical, and information-security obligations applicable to CNET under the Master IT Managed Services Agreement (MSA), these General Terms and Conditions ("GTC"), and any applicable Addenda or Statements of Work (SOWs).

DUE DILIGENCE AND COMPLIANCE OVERSIGHT

Before engaging any subcontractor, CNET shall perform reasonable due diligence to verify that the subcontractor maintains:

1. appropriate business qualifications, professional licensing, and insurance coverage.
2. documented security and privacy controls consistent with CNET's Information Security Management System (ISMS) aligned with ISO/IEC 27001, 27017, and 27018; and
3. written confidentiality, data-protection, and non-disclosure agreements binding such subcontractors to obligations no less protective than those imposed on CNET.

CNET shall monitor subcontractor performance through periodic assessments, service-level reviews, and corrective-action plans where applicable, ensuring continuous compliance with regulatory and contractual standards, including HIPAA, CCPA, and other relevant U.S. privacy frameworks.

CLIENT NOTICE AND RESTRICTIONS

Where subcontracting materially affects the delivery location, data-handling process, or security obligations defined in a SOW, CNET shall provide prior written notice to the Client. The Client may not unreasonably withhold consent to such engagement if CNET demonstrates equivalent or superior security, service capability, and compliance posture.

NO PRIVACY WITH SUBCONTRACTORS

The Client acknowledges and agrees that its contractual relationship is solely with CNET. Nothing in this Agreement shall create or be construed as creating any contractual or fiduciary relationship between the Client and any subcontractor, supplier, or third-party engaged by CNET. All communications, payments, and claims shall be directed exclusively to CNET.

ASSIGNMENT VS. SUBCONTRACTING

Subcontracting as described in this Section shall not be deemed an assignment or transfer of rights under the Assignment clause of this Agreement. CNET retains control, management authority, and ultimate liability for all subcontracted performance.

DELIVERY, TITLE AND RISK

DELIVERY AND SCHEDULING

C Network Systems, Inc. ("CNET") will use commercially reasonable efforts to procure, prepare, and deliver all Goods to the Client by the estimated delivery or installation date specified in the applicable Quotation, Purchase Order, or Addendum B – Equipment Modernization & Lease Options (BOM).

All delivery dates are provided as good faith estimates only and are subject to supplier availability, shipping conditions, and third-party logistics performance. CNET shall not be liable for delays, partial deliveries, or non-delivery caused by events or circumstances beyond its reasonable control, including but not limited to vendor shortages, transportation disruptions, port congestion, strikes, or force majeure events as defined in this Agreement.

CLIENT DELIVERY RESPONSIBILITIES

The Client shall ensure that authorized personnel are available to accept and acknowledge delivery of Goods at the designated site during normal Business Hours or at another mutually agreed time.

The Client shall be responsible for providing safe and reasonable access to the premises, including sufficient space, power, and environmental readiness to facilitate installation, configuration, or commissioning activities.

PASSING OF RISK

Risk of loss, theft, damage, or destruction of Goods shall transfer to the Client upon (a) physical delivery of the Goods to the Client's designated location, or (b) upon release to the Client's carrier or representative, whichever occurs first.

CNET shall not be responsible for any loss or damage to the Goods after risk has transferred, except where such loss or damage is directly caused by CNET's gross negligence or willful misconduct.

INSURANCE OBLIGATIONS

The Client shall maintain adequate property and casualty insurance coverage for all Goods delivered under this Agreement from the point of delivery onward, naming CNET as an

additional insured or loss payee where applicable.

CNET shall maintain its own insurance coverage for Goods in transit or in its possession prior to delivery, as required under Section 21 (Insurance Coverage).

RETENTION OF TITLE

Title to Goods provided by CNET shall remain vested in CNET until full payment in cleared funds of all sums due under the applicable Order, Addendum, or Invoice, including all associated delivery and installation charges.

Until such payment is received, the Client shall:

1. hold the Goods as bailee and fiduciary agent for CNET.
2. maintain all Goods in original condition, properly stored, labeled, and protected against loss or damage; and
3. refrain from selling, transferring, encumbering, or otherwise disposing of the Goods without CNET's prior written consent.

If the Client fails to make timely payment or breaches this Agreement, CNET may, to the extent permitted by law, enter the Client's premises or any location where the Goods are reasonably believed to be located to recover possession of such Goods.

The Client hereby grants CNET and its agents irrevocable access and authority to enter such premises for this limited purpose and agrees to fully indemnify and hold CNET harmless from any claims, damages, or expenses arising from the lawful exercise of this right.

LEASED AND LOANED EQUIPMENT

Where Goods are provided under a lease, loan, or modernization program (as described in Addendum B – Equipment Modernization & Lease Options (BOM)), all such Goods shall remain the exclusive property of CNET throughout the lease term.

The Client acknowledges that such equipment is provided solely for the operation of CNET's managed services and shall be returned in good working order upon termination, upgrade, or replacement, as directed by CNET.

TRANSFER OF TITLE FOR PURCHASED GOODS

For Goods designated as "Client-owned" in the applicable SOW or Addendum, title shall transfer to the Client only upon (a) full payment of all outstanding invoices related to the Goods, and (b) written confirmation of acceptance or commissioning by CNET.

RETURNS AND CLAIMS FOR GOODS AND SERVICES

GENERAL RETURN POLICY

All Goods supplied by C Network Systems, Inc. ("CNET") are subject to the applicable manufacturer's or distributor's warranty, return, and replacement policies in effect at the time of purchase.

CNET will facilitate warranty or return requests in accordance with such third-party terms; however, CNET shall bear no independent obligation beyond those expressly stated in this Agreement.

The Client acknowledges that acceptance of Goods constitutes acceptance of these Conditions and agrees to indemnify and hold CNET harmless from any loss, cost, or liability arising from a manufacturer's or supplier's refusal, failure, or delay to honor a return or warranty claim.

NON-RETURNABLE OR CUSTOMIZED GOODS

Goods that are customized, configured, special-order, software-licensed, imported, end-of-life, or otherwise not readily resalable are non-cancellable and non-returnable once an Order has been placed with the manufacturer or distributor.

Services associated with such Goods—such as installation, imaging, or configuration—are likewise non-refundable once commenced.

Examples include but are not limited to hardware with pre-installed software, leased modernization equipment, or solutions procured under Addendum B – Equipment Modernization & Lease Options (BOM).

INSPECTION AND NOTICE OF DEFECTS

The Client shall inspect all Goods immediately upon delivery and shall notify CNET in writing within seven (7) calendar days of delivery of any defect, damage, shortage, or non-conformity that could give rise to a claim.

Failure to provide timely written notice shall constitute the Client's unconditional acceptance of the Goods as delivered and a waiver of any right to reject or return them thereafter, except as required under applicable law.

RETURN AUTHORIZATION AND CONDITION

No Goods may be returned without a Return Merchandise Authorization (RMA) issued by CNET.

Where a return is authorized, goods must be:

1. returned within the period specified in the RMA.
2. in original packaging, complete with all components, manuals, and accessories; and
3. in unused, unaltered conditions unless the return is for manufacturer defect or shipping damage.

Goods that are opened, used, or modified are returnable only if the defect is confirmed as a manufacturer defect or transit damage verified by CNET or its supplier.

RETURN SHIPPING AND COSTS

Unless otherwise agreed in writing, the Client shall bear all shipping, insurance, and handling costs associated with authorized returns.

If the manufacturer or distributor agrees to absorb such costs, CNET will credit or refund those amounts accordingly.

CNET is not responsible for loss or damage of Goods in transit during return shipment.

LIMITATION OF CLAIMS

Once Goods have been installed, customized, or used by the Client, CNET's responsibility is limited strictly to warranty facilitation with the manufacturer.

CNET shall not be liable for consequential or indirect losses, downtime, or data loss arising from any defective product, service interruption, or delay in replacement.

The Client's sole remedy for defective Goods shall be repair, replacement, or refund as determined by the applicable manufacturer warranty or by CNET in its reasonable discretion.

COMPLIANCE AND DOCUMENTATION

CNET maintains all RMA records and returns correspondence within its Quality Management

and Compliance System aligned with ISO/IEC 27001 and ISO 9001. Clients may request documentation of return or warranty transactions for audit or insurance purposes.

COMPUTER UTILITY, FUNCTIONALITY AND FITNESS FOR PURPOSE

NATURE OF IT SERVICES AND REASONABLE EFFORTS

The Client acknowledges that information-technology and cybersecurity services are inherently complex and may involve elements of analysis, testing, and iterative problem solving.

C Network Systems, Inc. ("CNET") will exercise commercially reasonable efforts, professional skill, and due care consistent with recognized industry standards to deliver reliable solutions, recommendations, and configurations.

However, because system behavior depends on numerous third-party variables—hardware, software, network environments, and user interactions—CNET does not and cannot guarantee uninterrupted operation, absolute error-free performance, or achievement of any specific business outcome.

CNET's obligation is one of professional diligence, not absolute result.

REASONABLE ASSISTANCE LIMITS

CNET shall provide reasonable technical assistance and troubleshooting consistent with the applicable Plan, Statement of Work (SOW), or Service-Level Agreement (SLA).

Unless otherwise specified, reasonable assistance is limited to work performed during normal Business Hours and within the labor estimates or effort allocations defined in the applicable engagement documents.

Additional work, emergency support, or out-of-scope customization shall be billed at the prevailing rates outlined in CNET's current Rate Schedule, unless otherwise agreed in writing through a Change Order.

RECOMMENDATIONS AND THIRD-PARTY PRODUCTS

CNET may, from time to time, recommend or resell third-party hardware, software, or cloud solutions that it believes are suitable for the Client's stated objectives.

Such recommendations are based on current industry knowledge and good-faith

professional judgment; however, CNET has no control over third-party design, licensing, warranty, or ongoing support.

Accordingly:

1. The Client remains solely responsible for evaluating the suitability and interoperability of all third-party Goods and Services within its own environment.
2. CNET shall not be liable for any defect, delay, or incompatibility caused by third-party vendors, manufacturers, or software publishers; and
3. All third-party Goods and related warranties are governed exclusively by the manufacturers or vendor's standard terms.

CLIENT RESPONSIBILITY AND INDEPENDENT VERIFICATION

The Client accepts full responsibility for decisions regarding the purchase, configuration, or customization of Goods or Services and is encouraged to obtain independent technical or legal advice where appropriate.

Where CNET provides advisory or consulting Services to achieve certain functionality, the Client shall pay all related fees without set-off or counterclaim, regardless of whether the desired outcome is ultimately achieved, provided CNET has acted in good faith and exercised reasonable professional care.

TESTING, ACCEPTANCE, AND COOPERATION

The Client agrees to follow CNET's reasonable instructions regarding testing, troubleshooting, or verification procedures and to provide timely feedback, system access, and qualified personnel to facilitate issue resolution.

If a defect or service limitation is identified, CNET will allocate such additional resources as it deems commercially reasonable under the circumstances to remediate or mitigate the issue, consistent with its service-level obligations.

EXCLUSION OF IMPLIED WARRANTIES

Except as expressly stated in the MSA or applicable SOW, all warranties, conditions, or representations, whether statutory, implied, or otherwise, regarding merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement are expressly disclaimed to the fullest extent permitted by Florida and U.S. law.

FORCE MAJEURE

DEFINITION AND APPLICABILITY

Neither Party shall be liable or deemed in breach of this Agreement for any failure or delay in the performance of its obligations (except for payment obligations) to the extent such failure or delay is caused by events, circumstances, or conditions beyond its reasonable control ("Force Majeure Event").

Force Majeure Events include, but are not limited to acts of God, natural disasters, fire, flood, earthquake, hurricane, epidemic, pandemic, governmental order or regulation, embargo, strike, Labor dispute, civil disturbance, war, terrorism, cyber-attack, denial-of-service event, interruption of transportation or power, or failure of third-party suppliers, carriers, or telecommunications networks.

NOTIFICATION AND MITIGATION

The affected Party shall:

1. promptly provide written notice to the other Party of the occurrence and expected duration of the Force Majeure Event.
2. use commercially reasonable efforts to mitigate or overcome its effects; and
3. resume full performance of its obligations as soon as practicable once the event ceases.

If the Force Majeure Event continues for more than thirty (30) consecutive days, either Party may, upon written notice, suspend or terminate the affected portion of the Services without further liability, except for payment of amounts accrued or due prior to suspension or termination.

EFFECT ON DELIVERABLES AND TIMELINES

Any delivery or performance schedule affected by a Force Majeure Event shall be extended automatically for a period equal to the duration of the delay, plus a reasonable recovery period.

C Network Systems, Inc. ("CNET") shall not be responsible for penalties, liquidated damages, or loss of business opportunity arising from such delay, provided it has complied with the mitigation and notice requirements herein.

CANCELLATION OR SUBSTITUTION

Where a Force Majeure Event render continued delivery of specific Goods or Services impracticable, CNET may, upon written notice to the Client, cancel or substitute the affected Order in whole or in part.

CNET shall, where feasible, offer equivalent or functionally comparable solutions, and any payments received for undelivered items shall be credited or refunded accordingly.

CLIENT HOLD HARMLESS

The Client agrees to hold CNET harmless from any claim, loss, or liability arising directly or indirectly from any delay, suspension, or cancellation of Services or delivery of Goods caused by a Force Majeure Event, except to the extent such loss results from CNET's gross negligence or wilful misconduct.

BUSINESS CONTINUITY COMMITMENT

CNET maintains and periodically tests a Business Continuity and Disaster Recovery (BC/DR) Framework designed to minimize service disruption and ensure critical data protection in accordance with ISO/IEC 22301 and ISO/IEC 27001.

While CNET's BC/DR procedures reduce operational risk, they do not constitute a warranty of uninterrupted service under Force Majeure conditions.

PRODUCT SPECIFICATIONS

MANUFACTURER CHANGES AND VARIATIONS

C Network Systems, Inc. ("CNET") will make commercially reasonable efforts to supply all Goods in strict accordance with the specifications, models, and descriptions referenced in the Client's approved Order or Quotation.

However, CNET reserves the right to provide Goods that incorporate minor manufacturer-driven changes in design, materials, dimensions, or technical characteristics occurring after the Order date, provided such modifications do not materially affect the functionality, compatibility, or overall performance of the Goods.

Such variations shall not constitute a breach of contract or non-conformity under this Agreement.

SUBSTITUTED OR EQUIVALENT GOODS

If, for reasons beyond CNET's control, any ordered item becomes unavailable, discontinued, or subject to supply constraints, CNET may, upon written notice, substitute equivalent or superior Goods of comparable specification, capacity, and quality.

In such cases:

1. The Client shall not be charged a price higher than that specified in the original Order or Quotation unless expressly approved in writing.
2. Any substituted Goods shall carry the manufacturer's standard warranty or CNET's equivalent support coverage, as applicable; and
3. The substitution shall satisfy all contractual obligations relating to that item.

QUALITY AND COMPLIANCE ASSURANCE

All Goods supplied by CNET shall conform to applicable industry standards, manufacturer certifications, and U.S. regulatory requirements, including FCC, UL, or equivalent marks where relevant.

CNET does not alter, modify, or reverse-engineer manufacturer designs, and all such products are delivered in the condition and packaging received from the authorized distributor or OEM.

CLIENT ACCEPTANCE AND VERIFICATION

The Client is responsible for verifying that substituted or revised Goods meet its operational and compliance requirements prior to installation or deployment.

Where CNET provides advisory assistance in determining compatibility or suitability, such guidance constitutes professional opinion only and does not create a warranty of performance or merchantability beyond the manufacturer's representations.

DOCUMENTATION AND TRACEABILITY

CNET maintains full procurement and configuration records for all Goods delivered under this Agreement within its Asset and Compliance Management System, aligned with ISO/IEC 27001, ISO 9001, and NIST SP 800-171 documentation standards.

Upon request, CNET will furnish proof of origin, warranty registration, or manufacturer certification for audit or insurance purposes.

WARRANTIES

MANUFACTURER AND THIRD-PARTY WARRANTIES

All hardware, equipment, software, or related Goods supplied by C Network Systems, Inc. ("CNET") are provided subject to the original manufacturer's or vendor's warranty, if any, as published or supplied with the product.

CNET does not independently extend, modify, or supplement such warranties and disclaims all responsibility for their scope, validity, or enforceability.

The Client agrees that all warranty claims, service calls, or replacements relating to manufacturer defects, component failures, or firmware updates shall be directed to the manufacturer or its authorized service provider, unless CNET is expressly engaged in writing to facilitate such process on the Client's behalf.

CNET LIMITED-SERVICE WARRANTY

To the extent CNET provides professional services such as installation, configuration, or integration, CNET warrants that such services will be performed with commercially reasonable skill, care, and diligence, consistent with industry standards and the terms

of the Master Services Agreement (MSA).

This limited warranty applies solely to CNET's workmanship and expires thirty (30) days after completion of the applicable service engagement, unless otherwise specified in an executed Addendum or Statement of Work (SOW).

CNET's sole and exclusive obligation under this warranty shall be to re-perform the defective services at no additional charge or, at its discretion, issue a credit for the portion of fees attributable to the non-conforming work.

EXCLUSIONS

This warranty excludes, and CNET shall have no liability for:

1. Normal wear and tear or degradation due to environmental conditions, misuse, negligence, or accidents.
2. Modifications, repairs, or relocations not performed or authorized by CNET.
3. Failures resulting from third-party hardware, software, cloud platforms, or network infrastructure outside CNET's control; and
4. Incidents arising from Force Majeure events, cyberattacks, or acts of third parties not under CNET's supervision.

CNET makes no warranty as to uninterrupted operation, performance beyond manufacturer specifications, or fitness of Goods or Services for any particular purpose.

NO LIABILITY FOR MANUFACTURER DEFAULT

The Client acknowledges that manufacturers, distributors, or licensors are solely responsible for honoring their own warranties.

CNET shall not be liable for any manufacturer's default, refusal, insolvency, or delay in providing replacement or support services.

The Client agrees to indemnify and hold CNET harmless from any loss, claim, or expense arising from a manufacturer's or supplier's breach, including costs related to return shipping, diagnostic efforts, or downtime incurred as a result of such breach.

DISCLAIMER OF IMPLIED WARRANTIES

Except as expressly stated in this Agreement, CNET disclaims all other warranties, whether express, implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability, satisfactory quality, title, quiet enjoyment, or fitness for a particular purpose.

No oral or written statement by CNET, its employees, or agents shall create any warranty not expressly set forth herein.

LIMITATION OF REMEDY

The remedies described in this section constitute the Client's exclusive remedies and CNET's entire liability for any warranty claim under this Agreement.

In no event shall CNET be responsible for consequential, indirect, or special damage, including lost profits, loss of data, or business interruption, arising from any defect in Goods or Services.

LIABILITY

EXCLUSION OF IMPLIED WARRANTIES AND CONDITIONS

Except as expressly provided in the Master IT Managed Services Agreement (MSA), these General Terms and Conditions, or any executed Statement of Work (SOW) or Addendum, all other warranties, conditions, representations, or undertakings, whether express, implied, statutory, or arising by usage of trade or course of dealing, are hereby excluded to the fullest extent permitted by law.

Without limitation, C Network Systems, Inc. ("CNET") disclaims any implied warranties relating to merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement.

LIMITATION OF LIABILITY

To the maximum extent permitted under applicable law, CNET's total aggregate liability for any and all claims, losses, or damages arising out of or related to this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the total amount of fees actually paid by the Client to

CNET for the specific Goods or Services giving rise to the claim during the twelve (12) months immediately preceding the event from which the claim arose.

In no event shall CNET, its affiliates, officers, employees, agents, or subcontractors be liable for:

1. Indirect, special, incidental, exemplary, or consequential damages, including loss of revenue, profit, business, goodwill, or anticipated savings.
2. Loss, corruption, or compromise of data or programs, regardless of cause. The Client acknowledges sole responsibility for maintaining adequate and tested data backups.
3. Losses arising from third-party systems, software, network connectivity, or acts or omissions of the Client or its vendors; or
4. Delays or failures in delivery caused by circumstances beyond CNET's reasonable control, including those described under the Force Majeure clause.

RELIANCE ON CLIENT INFORMATION

CNET shall not be responsible for errors, delays, or failures in performance resulting from inaccurate, incomplete, or misleading information, instructions, or authorizations supplied by the Client or its representatives.

REMEDIES FOR NON-EXCLUDABLE OBLIGATIONS

Where applicable law implies a warranty, guarantee, or obligation that cannot legally be excluded, CNET's liability for breach of that obligation is limited, in its option, to one or more of the following remedies:

1. Replacement of the Goods or Services.
2. Repair of the Goods or correction of the Services.
3. Payment of the cost of replacing or acquiring equivalent Goods or Services; or
4. Payment of the cost of having the Goods or Services repaired or corrected.

This limitation constitutes the Client's sole and exclusive remedy for any claim subject to non-excludable rights under law.

DATA SECURITY AND INDEMNIFICATION

While CNET maintains industry-standard cybersecurity and data-protection controls consistent with ISO/IEC 27001, the Client agrees to indemnify, defend, and hold CNET harmless from any third-party claim, loss, or expense arising from:

1. The Client's misuse or unauthorized disclosure of data;
2. Breach of the Client's own legal, regulatory, or contractual obligations; or
3. Reliance on CNET's recommendations implemented contrary to documented instructions or scope.

SURVIVAL

All provisions relating to limitation of liability, indemnification, data protection, confidentiality, and governing law shall survive termination or expiration of this Agreement.

PRESERVATION OF STATUTORY RIGHTS

Nothing in this Agreement shall operate to exclude or restrict any liability that cannot lawfully be excluded or limited under applicable federal or Florida state law.

ERRORS AND OMISSIONS

ACCURACY OF INFORMATION

C Network Systems, Inc. ("CNET") exercises due care and employs quality-assurance controls to ensure that all pricing, descriptions, specifications, and technical information provided in its quotations, proposals, or documentation are accurate at the time of publication.

Despite these efforts, inadvertent clerical, typographical, or computational errors may occur in printed, digital, or verbal communications.

RIGHT TO CORRECT OR RESCIND

In the event of any material error or omission affecting the accuracy of a quotation, order acknowledgment, invoice, or contract, CNET reserves the right, upon written notice to the Client, to:

1. Correct the error and provide an updated quotation or confirmation reflecting the accurate terms; or
2. Rescind the affected transaction if the correction materially alters price, scope, or feasibility, even if an Order has already been accepted or payment received.

Upon rescission, CNET shall promptly refund any amounts received for the portion of the Order affected by the error, and such refund shall constitute the Client's sole and exclusive remedy.

LIMITATION OF LIABILITY

CNET's liability for any error or omission, whether clerical, computational, or otherwise, shall be strictly limited to the correction of the error or the return of monies actually paid for the affected Goods or Services.

Under no circumstances shall CNET be liable for any consequential, incidental, or special damages, including loss of profits, opportunity, or business interruption, arising from or relating to such error or omission.

CONTINUOUS IMPROVEMENT AND COMPLIANCE

All identified errors or non-conformities are recorded and reviewed within CNET's Quality and Compliance Management Framework, consistent with ISO 9001 (Quality Management) and ISO 27001 (Information Security) controls.

CNET's internal processes for correction, preventive action, and continual improvement ensure ongoing accuracy and integrity of corporate and client documentation.

PRIVACY STATEMENTS AND YOUR RIGHTS

PURPOSE AND LAWFUL BASIS OF COLLECTION

C Network Systems, Inc. ("CNET") collects, processes, and retains personal information solely for legitimate business purposes, including but not limited to:

- Preparing and fulfilling quotations, orders, and service engagements.
- Managing client accounts, subscriptions, and billing;
- Performing technical, cybersecurity, and managed-service operations.
- Meeting legal, regulatory, and contractual obligations; and
- Conducting quality-assurance, compliance, and audit activities (collectively, the "Authorized Purposes").

CNET processes personal information under lawful bases including performance of contract, legitimate business interest, and, where required, consent.

INFORMATION DISCLOSURE

CNET may disclose or grant access to personal information only as reasonably necessary to accomplish the Authorized Purposes, including to:

1. Trusted vendors, subcontractors, or cloud providers who process data on CNET's behalf under written data-processing agreements;
2. Manufacturers, distributors, or logistics partners engaged in the delivery of Goods or Services;
3. Regulatory authorities or law-enforcement agencies when legally required or to protect CNET's rights or clients' security; and
4. Professional advisors (auditors, insurers, legal counsel) subject to confidentiality obligations.

CNET does not sell, rent, or exchange personal data for marketing or other non-authorized purposes.

DATA INTEGRITY, ACCURACY, AND RETENTION

Clients are responsible for providing accurate and complete information. CNET maintains data-accuracy controls and will correct or update records upon verified request.

Personal information is retained only for as long as necessary to fulfill the Authorized Purposes or as required by law, contract, or audit obligation.

ACCESS AND CORRECTION RIGHTS

Individuals may submit a written request to privacy@cnetworksystems.com to:

- Obtain confirmation whether their data is held by CNET;
- Request a copy or summary of their personal information;
- Correct or update inaccurate data; or
- Request erasure or restriction of processing where permitted by law.

CNET will verify identity before releasing or amending any data and will respond within legally mandated timeframes.

DATA SECURITY AND INTERNATIONAL SAFEGUARDS

CNET implements administrative, technical, and physical safeguards consistent with ISO/IEC 27001, NIST SP 800-53, and HIPAA Security Rule standards to protect personal data from loss, misuse, unauthorized access, disclosure, alteration, or destruction.

Where cross-border data transfer occurs, CNET ensures adequate protection through contractual mechanisms such as Standard Contractual Clauses **or** Binding Corporate Rules.

CLIENT ACKNOWLEDGMENT

By engaging CNET, the Client acknowledges and agrees that personal information necessary to deliver the contracted Goods and Services may be processed and stored by CNET and its authorized partners within the United States and, when applicable, in

other jurisdictions with comparable data-protection safeguards. The Client further acknowledges that failure to provide accurate or complete information may delay or impair CNET's ability to perform its obligations and may result in additional costs incurred at the Client's expense.

PRIVACY GOVERNANCE AND OVERSIGHT

CNET maintains an internal Data Protection and Privacy Program, overseen by its Information Security and Compliance Office, with documented policies, periodic risk assessments, and employee training. All incidents are handled in accordance with CNET's Incident Response and Breach Notification Procedure, compliant with applicable federal and state laws.

OUR WEBSITE

GENERAL DISCLAIMER

The C Network Systems, Inc. ("CNET") website and client portal are provided solely for informational and transactional purposes.

All materials, specifications, pricing, and service descriptions published on the site are presented "as is" and "as available," without warranty of any kind, whether express, implied, statutory, or otherwise.

While CNET exercises reasonable care to maintain accurate and current information, it does not warrant or represent that any content on its website:

1. is complete, accurate, current, or free from typographical or technical error;
2. will be available at all times without interruption, delay, or fault; or
3. is suitable for any particular purpose or business decision.

Use of the website is at the user's sole risk.

AVAILABILITY AND SECURITY

CNET implements administrative, technical, and physical safeguards consistent with ISO/IEC 27001, NIST SP 800-53, and industry cybersecurity frameworks to protect the

integrity and availability of its online resources.

Nevertheless, CNET does not guarantee that the website or any linked system will be free from security vulnerabilities, viruses, malware, or unauthorized access.

Users are responsible for applying appropriate cybersecurity measures—such as updated antivirus protection, secure connections, and password hygiene—when accessing or transmitting information via CNET’s online platforms.

THIRD-PARTY LINKS AND REFERENCES

For user convenience, the website may contain links or references to third-party sites, vendors, or services.

CNET provides such links solely as a reference and does not control, endorse, or assume responsibility for the content, privacy practices, or security of any third-party resource.

Access to such sites is at the user’s discretion and governed by the respective third-party terms and policies.

INTELLECTUAL PROPERTY AND ACCEPTABLE USE

All content on CNET’s website, including text, graphics, trademarks, logos, and code, is protected under U.S. copyright and trademark law and remains the property of CNET or its licensors.

Users may not copy, modify, distribute, or exploit any portion of the website or its materials for commercial purposes without CNET’s prior written authorization.

Any unauthorized attempt to access restricted areas of the website, interfere with its operation, or compromise its security constitutes a violation of the Computer Fraud and Abuse Act (18 U.S.C. § 1030) and may result in civil and criminal liability.

NO LIABILITY FOR DIGITAL ACCESS ISSUES

CNET shall not be liable for any loss, damage, or disruption, including loss of data, profit, or business opportunity, arising from:

- the unavailability or performance of the website or its servers.

- technical errors, communications failures, or network outages; or
- reliance upon or use of information, graphics, or hyperlinks contained therein.

MODIFICATION OF TERMS

CNET reserves the right to modify, suspend, or discontinue any aspect of its website at any time without prior notice.

Continued use of the website following such modifications constitutes acceptance of the revised terms.

YOUR RESPONSIBILITIES

SUBMITTING SERVICE REQUESTS

AUTHORIZED SUBMISSION CHANNELS

To ensure proper tracking, prioritization, and resolution of all service and support matters, the Client shall submit all service or support requests ("Service Requests") exclusively through the official channels designated by C Network Systems, Inc. ("CNET").

Authorized submission methods include:

1. CNET Client Portal – the primary platform for ticket creation, progress tracking, and SLA monitoring;
2. CNET Support Email – for documented submission of requests, automatically integrated into CNET's service desk system; and

CNET will provide the Client with all necessary contact information, credentials, and procedures for secure access to these channels upon service onboarding.

REQUEST DETAILS AND VERIFICATION

Each Service Request must include clear and complete information sufficient for technical evaluation and triage, including:

- A brief description of the issue or request;
- The system, device, or user affected;
- The perceived urgency and business impact; and
- The name and contact information of the authorized requester.

CNET reserves the right to decline, reclassify, or delay any Service Request that is incomplete, unauthorized, or unrelated to the contracted scope of services. Requests made through informal channels, such as direct technician contact, text message, or social media, are not recognized for SLA or response-time measurement.

AUTHORIZED CONTACTS AND SECURITY CONTROLS

Only individuals formally designated by the Client as Authorized Contacts may initiate, approve, or modify Service Requests.

CNET may require identity or authorization verification prior to performing actions that affect system configurations, user access, or data.

These controls are implemented in compliance with ISO/IEC 27001, NIST SP 800-53, and CNET's internal Access Control and Change Management Policy.

TICKETING, SLA TRACKING, AND DOCUMENTATION

All Service Requests are automatically logged, timestamped, and assigned a unique ticket number in CNET's centralized service management system.

Each ticket record contains a full activity history, including communications, work logs, and resolution notes, to ensure transparency, auditability, and performance measurement against the applicable Service Level Agreement (SLA) and the Master IT Managed Services Agreement (MSA).

CLIENT RESPONSIBILITIES

The Client agrees to cooperate fully with CNET by:

- Providing accurate and timely information necessary for issue diagnosis and resolution;
- Ensuring network and system availability for remote or onsite access when scheduled; and

- Responding promptly to CNET inquiries or confirmation requests.

Failure to follow the prescribed submission process or to cooperate in good faith may suspend applicable SLAs, extend resolution timelines, or relieve CNET of performance obligations for the affected Service Request.

ACCESS TO SYSTEMS, SITES, AND PERSONNEL

ACCESS AUTHORIZATION AND COOPERATION

To enable C Network Systems, Inc. ("CNET") to perform the contracted Services efficiently, securely, and in compliance with applicable standards, the Client shall provide CNET and its authorized representatives with timely, reasonable, and safe access to all systems, equipment, facilities, documentation, and personnel necessary for service delivery.

Such access includes both onsite and remote connectivity, subject to CNET's security and confidentiality obligations under the Master IT Managed Services Agreement (MSA) and all applicable laws, including the Florida Information Protection Act (FIPA) and HIPAA Security Rule where relevant.

REMOTE MONITORING AND MANAGEMENT (RMM) SOFTWARE

The Client expressly authorizes CNET to install and maintain approved remote monitoring and management (RMM) software or comparable utilities on Client-owned or leased equipment under support.

This software enables:

- continuous monitoring of system health, performance, and cybersecurity status;
- automated event alerts, patch management, and updates;
- secure remote-support sessions by CNET technicians; and
- proactive maintenance and threat-response capabilities.

All such software is digitally signed, security-hardened, and managed under CNET's Access Control Policy and Change-Management Program, aligned with ISO/IEC 27001, ISO/IEC 27035, and NIST 800-53 (AC & CM families).

CLIENT SYSTEM AVAILABILITY

To ensure uninterrupted operations and timely maintenance, certain Client devices or servers may need to remain powered on and connected to the network outside of business hours.

CNET shall schedule such activities to minimize disruption and will notify the Client in advance whenever feasible.

The Client acknowledges that failure to maintain device availability as requested may delay or impede service delivery and temporarily suspend related SLA obligations.

ONSITE ACCESS AND SAFETY COMPLIANCE

When physical access to Client premises is required, the Client shall ensure that CNET personnel are granted reasonable and secure access during agreed hours and are provided with a safe working environment compliant with all applicable Occupational Safety and Health Administration (OSHA) and facility-specific safety requirements.

CNET personnel shall comply with all reasonable Client security, safety, and visitor protocols while onsite.

DATA PROTECTION AND CONFIDENTIALITY

All access, remote or onsite, will be conducted in accordance with CNET's Information Security Management System (ISMS), ensuring that no Client data is accessed, transmitted, or stored beyond what is necessary to deliver the contracted Services.

All CNET employees and subcontractors with access privileges are bound by signed Confidentiality and Acceptable Use Agreements and undergo periodic background checks consistent with ISO/IEC 27001 A.6.1.2 and A.7.1.1.

RISK MANAGEMENT AND RISK ACCEPTANCE FRAMEWORK (RAF)

C Network Systems, Inc. ("Service Provider") maintains a structured risk management and governance framework aligned with ISO/IEC 27005, 27001, and related security management standards. This framework identifies, evaluates, and mitigates risks associated with information security, infrastructure resilience, and business continuity in the delivery of managed IT and cybersecurity services.

As part of this framework, Service Provider performs periodic risk assessments and issues recommendations to Clients regarding technology posture, security controls, compliance gaps, and modernization needs. These recommendations may include hardware or software upgrades, configuration changes, policy updates, or other measures necessary to maintain a secure and reliable environment.

Clients acknowledge that the effectiveness and security of their systems depend on timely implementation of such recommendations. If a Client elects to delay, decline, or otherwise not implement a recommendation, the Client assumes all associated risks, including but not limited to downtime, data loss, breach exposure, or regulatory non-compliance. In such cases, the Client will be required to execute a Risk Acceptance Form (RAF) acknowledging its decision and accepting full responsibility for the resulting risk.

The RAF documents:

- the recommendation or remediation declined or deferred,
- the identified risk(s) and potential impact,
- the Client's stated reason for non-implementation, and
- acknowledgment that the affected systems may be excluded from standard service levels and warranty obligations.

Any system, device, or process identified on an executed RAF shall be supported on a best-effort basis only and expressly excluded from performance guarantees, SLAs, or liability provisions otherwise applicable under these Terms or any related Agreement.

The official RAF template is maintained as a controlled compliance document by C Network Systems and will be provided to Clients during onboarding, upon request, or as part of the annual governance and risk-review process. The RAF template and risk-management methodology are reviewed and updated at least annually to reflect changes in law, technology, or best practice. The most current version published by Service Provider supersedes all prior versions and will apply automatically to all ongoing engagements.

Service Provider will retain copies of all executed RAFs as part of its compliance documentation. Cumulative or unresolved high-severity risks identified through this process may, at Service Provider's discretion, trigger a review of service scope, fee adjustments, or suspension of coverage for affected assets until remediation is achieved.

The RAF process ensures transparency, accountability, and clear allocation of risk ownership between the Parties. It functions as a formal governance safeguard and does not alter the allocation of liability defined elsewhere in these Terms, except to confirm the Client's assumption of risk for non-implemented recommendations.

CLIENT RESPONSIBILITY FOR AUTHORIZATION

The Client warrants that it has obtained all necessary internal and third-party authorizations, consents, or approvals required to grant CNET the access described in this section.

CNET shall not be liable for any breach of third-party license, lease, or security policy arising from the Client's failure to obtain such permissions.

CYBER LIABILITY INSURANCE COVERAGE

C Network Systems, Inc. ("Service Provider") maintains active Cyber Liability insurance to protect its own business operations against cyber incidents, data breaches, ransomware, phishing, and other network-security events that may occur in the course of providing managed IT services.

This insurance covers Service Provider's internal risk and includes:

- Breach-response expertise to investigate and mitigate cyber events;
- Data and system restoration following a breach or extortion threat;
- Reimbursement for financial losses arising from fraudulent instruction or social-engineering incidents;
- Legal defense and resolution of privacy-related claims or regulatory investigations;
- Breach-prevention and cybersecurity-awareness services; and
- Coverage for certified acts of terrorism under applicable federal law.

This policy protects only the Service Provider and does not serve as insurance for any Client, its systems, or its data.

Each Client remains solely responsible for maintaining its own cyber, data-loss, business-interruption, and regulatory-compliance insurance consistent with its operations, industry requirements, and internal governance policies.

The existence of Service Provider's insurance shall not be construed as creating or expanding any warranty, indemnity, or limitation-of-liability provisions contained in these General Terms and Conditions or any controlling Master Services Agreement.

THIRD-PARTY AUTHORIZATIONS

PURPOSE AND SCOPE

From time to time, C Network Systems, Inc. ("CNET") may need to communicate, coordinate, or interface with third-party service providers, vendors, or carriers engaged by the Client, including but not limited to internet service providers, telecommunications companies, software licensors, cloud-service operators, and equipment manufacturers, when performing the contracted Services.

CLIENT AUTHORIZATION AND RESPONSIBILITY

The Client acknowledges that many third-party providers require explicit consent or written authorization before CNET may access, modify, or obtain information relating to the Client's accounts, configurations, or services.

Accordingly, the Client shall:

1. Provide written authorization, such as a letter of agency, account-pin release, or email confirmation, allowing CNET to act as the Client's designated technical contact or representative for the limited purpose of supporting, troubleshooting, or managing third-party services;
2. Maintain accurate account credentials and contact information with all third-party vendors to facilitate such coordination; and
3. Indemnify and hold harmless CNET from any delay, service interruption, or loss arising from the Client's failure to provide or maintain such authorization.

LIMITATIONS OF REPRESENTATION

CNET's authority to interact with third-party vendors is strictly limited to the technical or administrative tasks necessary to fulfill its contractual obligations.

CNET does not assume, and shall not be deemed to assume, any financial, legal, or contractual liability on behalf of the Client for payments, renewals, service-level compliance, or obligations owed to those vendors unless expressly agreed in writing.

CONFIDENTIALITY AND DATA HANDLING

Any information obtained from or shared with a third-party vendor in the course of authorized activities will be handled in accordance with:

- CNET's Information Security and Privacy Policies,
- the confidentiality provisions of the Master IT Managed Services Agreement (MSA), and
- applicable privacy laws, including the Florida Information Protection Act (FIPA), HIPAA, and U.S. federal data-protection statutes.

CNET shall use such information solely for the purpose of performing the Services and shall not disclose it to any unauthorized party.

TERMINATION OF AUTHORIZATION

The Client may revoke or modify CNET's authorization to act with any third-party vendor upon written notice.

Revocation may affect CNET's ability to deliver certain Services, and any resulting delay or cost impact shall not constitute a breach by CNET.

PAYMENT, LATE PAYMENT AND DEFAULT

INVOICE AND PAYMENT TERMS

All invoices issued by C Network Systems, Inc. ("CNET") are due and payable in full within the terms stated on the invoice, unless otherwise agreed in writing under the applicable Quotation, Addendum, or Statement of Work (SOW).

Payments shall be made in U.S. Dollars via electronic funds transfer, ACH, corporate

check, or other method expressly approved by CNET. All payments must reference the applicable invoice number.

TIMELY PAYMENT OBLIGATION

The Client's timely payment of all amounts due is a material condition of this Agreement. Any amount not received by the stated due date shall be deemed past due without further notice. If payment remains outstanding for seven (7) calendar days after the due date, CNET may, in its sole discretion and without prejudice to any other rights, suspend Services, withhold deliverables, or disable system access until full payment is received.

INTEREST AND ADMINISTRATIVE FEES

Past-due balances shall accrue interest at the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted under Florida law, computed daily from the due date until paid in full.

CNET may also assess an administrative late-payment charge to offset collection and accounting costs.

APPLICATION OF PAYMENTS

All payments received from the Client will be applied in the following order of priority:

1. To recover any legal, administrative, or collection costs and expenses incurred by CNET;
2. To pay accrued interest and late-payment charges; and
3. To reduce the oldest outstanding principal amounts first, unless otherwise directed in writing by CNET.
- 4.

ACCELERATION AND RECOVERY

Upon any payment default, all remaining unpaid sums under the Agreement, including future Monthly Recurring Charges (MRC) owed during the active Commitment Term, shall immediately become due and payable, consistent with the early-termination and liquidated-damages provisions of the Master IT Managed Services Agreement (MSA).

CNET may pursue any lawful remedies to recover the balance, including engaging collection agencies or filing suit in the appropriate Miami-Dade County, Florida court. The Client shall reimburse CNET for all reasonable attorneys' fees, court costs, and collection expenses incurred.

SECURITY AND COLLATERAL RIGHTS

CNET reserves the right to request reasonable security, deposit, or other collateral as a condition of continuing or reinstating Services after a payment default. Such security shall not waive or limit CNET's other contractual or legal rights.

POWER OF ATTORNEY AND ENFORCEMENT

To the fullest extent permitted by law, the Client irrevocably appoints CNET as its limited attorney-in-fact for the sole purpose of executing documents or filings reasonably necessary to perfect or enforce any lien, collateral interest, or judgment associated with recovery of sums due.

SUSPENSION AND REINSTATEMENT

If Services are suspended for non-payment, CNET may condition reinstatement upon (a) payment in full of all outstanding amounts including interest and fees, and (b) prepayment of one additional billing cycle. Suspension shall not relieve the Client of ongoing financial obligations during the period of non-performance.

NO WAIVER OF RIGHTS

CNET's acceptance of partial payment, late payment, or failure to enforce any right under this section shall not constitute a waiver of its rights to enforce the Agreement in full at any time.

NON-SOLICITATION OF CLIENTS AND EMPLOYEES

PROTECTION OF PERSONNEL AND BUSINESS RELATIONSHIPS

The Client acknowledges that C Network Systems, Inc. ("CNET") invests substantial time, expense, and expertise in recruiting, training, and retaining its personnel and in developing its client relationships.

Accordingly, to preserve these legitimate business interests, the Client agrees to the following non-solicitation and non-interference obligations.

EMPLOYEE NON-SOLICITATION

During the term of this Agreement and for a period of two (2) years following its termination or expiration (or the maximum period enforceable under Florida Statute § 542.335), the Client shall not, directly or indirectly:

1. solicit, recruit, induce, or attempt to induce any CNET employee, consultant, or subcontractor with whom the Client had contact or whose work became known to the Client through CNET;
2. employ or engage such person in any capacity that competes with CNET's business; or
3. encourage or assist any other person or entity to do the same.

This restriction applies whether the individual's engagement is as an employee, independent contractor, or consultant.

CLIENT AND PARTNER NON-SOLICITATION

The Client further agrees that it shall not, during the same period, knowingly solicit or accept business directly from any CNET customer, vendor, or strategic partner introduced through CNET's performance of the Services, where such engagement would circumvent or compete with CNET's relationship.

LIQUIDATED DAMAGES AND REMEDIES

The Parties acknowledge that any breach of this Section would cause CNET substantial harm for which monetary damages alone would be difficult to determine.

Therefore, upon any proven violation, the Client shall pay CNET liquidated damages equal to one-hundred percent (100%) of the affected employee's or contractor's total annualized compensation (base salary plus benefits and incentives) at the time of separation or engagement, whichever is greater.

This sum represents a reasonable pre-estimate of CNET's losses and is not a penalty, but rather a good-faith approximation of costs to recruit, train, and replace skilled personnel.

CNET also reserves the right to seek injunctive relief or other equitable remedies in the state and federal courts of Miami-Dade County, Florida, to prevent ongoing or threatened breaches.

EXCLUSIONS

This provision shall not restrict the Client from employing any individual who:

1. independently responds to a general public job posting or advertisement not directed at CNET personnel; or
2. has been separated from CNET's employment for at least twelve (12) months prior to any contact with the Client.

SURVIVAL AND ENFORCEMENT

The obligations under this Section shall survive termination or expiration of this Agreement.

Each covenant contained herein is severable and independently enforceable; if any portion is deemed overly broad under applicable law, it shall be modified to the minimum extent necessary to render it valid and enforceable.

SOFTWARE

CLIENT RESPONSIBILITY FOR LICENSING AND COMPLIANCE

All software licensing, entitlement, and compliance obligations for applications installed, used, or operated within the Client's environment remain the sole responsibility of the Client, unless expressly stated otherwise in an executed Addendum or Software License Agreement.

The Client shall:

1. maintain valid, auditable license documentation for all software deployed on its systems, including software installed or configured by C Network Systems, Inc. ("CNET");
2. ensure that all use, activation, and distribution of software complies with the relevant end-user license agreements ("EULAs"), subscription terms, or cloud-service agreements; and
3. provide, upon request, evidence of licensing necessary for CNET to perform technical support or compliance verification.

INDEMNIFICATION FOR LICENSE VIOLATIONS

The Client agrees to indemnify, defend, and hold harmless CNET, its officers, employees, and subcontractors from and against any loss, claim, damage, fine, or expense (including reasonable attorneys' fees) arising from or related to:

- any unauthorized or unlicensed use, copying, or installation of software by the Client;
- any breach of a third-party license associated with software provided by the Client for installation or configuration by CNET;
- any infringement allegation or audit finding arising from the Client's software environment; or
- any defect, malfunction, or security vulnerability in software or cloud services supplied, developed, or maintained by third-party vendors.
-

CNET-PROVIDED OR RECOMMENDED SOFTWARE

Where CNET provides, installs, or recommends licensed software as part of a managed-services engagement, such software is delivered subject exclusively to the vendor's or manufacturer's license terms.

CNET provides no independent warranty for third-party software and shall not be liable for downtime, incompatibility, or defects resulting from vendor updates, end-of-life status, or product discontinuation.

CUSTOM OR PROPRIETARY SOFTWARE

Unless expressly transferred by written agreement, all copyright, trade secrets, and intellectual-property rights in any custom software, scripts, tools, or automation utilities developed by CNET during the course of providing Services, including derivatives, enhancements, or documentation, shall remain the exclusive property of CNET.

The Client receives only a non-exclusive, non-transferable, limited right to use such software during the term of the Agreement and solely for its internal business operations.

Reverse engineering, modification, resale, or distribution of CNET's proprietary software without written authorization is strictly prohibited.

OPEN-SOURCE AND THIRD-PARTY COMPONENTS

Where CNET deploys software incorporating open-source or third-party components, such components are subject to their respective licenses (e.g., MIT, Apache, GPL).

CNET will disclose such usage upon request, and the Client accepts all rights and obligations imposed by those licenses.

SECURITY AND REGULATORY COMPLIANCE

All software installation and management performed by CNET adheres to its Secure Software Implementation Policy, consistent with ISO/IEC 27001 A.14, NIST SP 800-218 (SSDF), and applicable U.S. data-protection laws, including HIPAA technical-safeguard requirements where Client data includes PHI.

AUDIT COOPERATION

If a software vendor or regulator conducts a license or compliance audit, the Client shall cooperate fully and bear all associated costs, including those of CNET's reasonable assistance, billed at standard professional-services rates.

COPYRIGHT AND CONFIDENTIALITY

INTELLECTUAL-PROPERTY WARRANTY

The Client represents and warrants that all materials, data, software, documentation, or other intellectual property provided to C Network Systems, Inc. ("CNET") for use in the performance of Services are owned by, or properly licensed to, the Client, and that such use will not infringe or violate the rights of any third party.

The Client agrees to indemnify, defend, and hold harmless CNET, its affiliates, officers, and employees from and against any loss, liability, damage, or expense (including reasonable attorneys' fees) arising out of or related to any actual or alleged breach of this warranty or any third-party claim of infringement or misappropriation.

OWNERSHIP OF WORK PRODUCT

Unless otherwise agreed in a separately executed written instrument, all copyright, trade-secret, patent, and other intellectual-property rights in any Work Product, deliverable, software, documentation, or methodology created, commissioned, or developed by CNET in the course of performing Services shall remain the exclusive property of CNET.

The Client receives only a non-exclusive, non-transferable, limited right to use such Work Product internally for the duration of this Agreement and solely for legitimate business purposes directly related to the Services provided.

No license, title, or ownership rights are transferred to the Client except as expressly stated in writing. Reverse engineering, duplication, or disclosure of CNET-owned intellectual property without prior written authorization is strictly prohibited.

RETENTION OF CLIENT RIGHTS

All pre-existing intellectual property and proprietary materials owned by the Client prior to engagement shall remain the sole property of the Client. CNET shall obtain no right, title, or interest therein except as necessary to perform the contracted Services.

CONFIDENTIAL INFORMATION AND DATA PROTECTION

Each Party acknowledges that, during the term of this Agreement, it may have access to the other Party's Confidential Information, including business processes, pricing, trade secrets, client data, personally identifiable information (PII), and any information designated as confidential or which a reasonable person would understand to be confidential.

Both Parties agree to:

1. use such Confidential Information solely for the purpose of performing or receiving Services under this Agreement;

2. restrict disclosure to employees, agents, or subcontractors who have a legitimate “need to know” and are bound by written confidentiality obligations no less stringent than those contained herein; and
3. implement administrative, physical, and technical safeguards consistent with ISO/IEC 27001, NIST 800-171, and applicable U.S. privacy laws (including HIPAA and state data-protection statutes) to protect such information from unauthorized access, disclosure, alteration, or destruction.

EXCLUSIONS

Confidential Information does not include information that:

- (a) is or becomes publicly available through no wrongful act or omission;
- (b) was lawfully known to the receiving Party prior to disclosure;
- (c) is independently developed without reference to the disclosing Party’s information; or
- (d) is required to be disclosed by law, regulation, or court order, provided that the receiving Party promptly notifies the disclosing Party (unless legally prohibited) and cooperates in seeking protective measures.

RETURN OR DESTRUCTION

Upon termination or expiration of this Agreement, or upon written request, each Party shall promptly return or securely destroy all copies of the other Party’s Confidential Information, except as required to be retained for regulatory, audit, or legal-defense purposes.

EQUITABLE RELIEF

Both Parties acknowledge that unauthorized disclosure or use of Confidential Information or proprietary material would cause irreparable harm for which monetary damages may be inadequate.

Accordingly, the non-breaching Party shall be entitled to seek injunctive or equitable

relief in addition to any other remedies available under law or equity in the state or federal courts of Miami-Dade County, Florida.

SURVIVAL

The rights and obligations set forth in this Section shall survive the termination or expiration of this Agreement for a period of five (5) years, or indefinitely with respect to trade secrets, source code, or personally identifiable information.

DISPUTE RESOLUTION AND GOVERNING LAW

All disputes arising under these General Terms and Conditions shall be resolved in accordance with the dispute-resolution process and governing-law provisions set forth in the Master IT Managed Services Agreement (MSA), which is hereby incorporated by reference.

INTEGRATION WITH APPENDICES

All Appendices issued by C Network Systems form an integral part of these General Terms and Conditions and are governed by the same Governing Law, Dispute Resolution, and Notices provisions contained herein

APPENDIX A

SERVICE REQUEST AND OPERATIONAL GOVERNANCE PROCESS.

PURPOSE

This Appendix defines the authorized procedures for submitting, tracking, and escalating Service Requests ("Tickets") to C Network Systems, Inc. ("CNET") in accordance with the Master IT Managed Services Agreement (MSA), all applicable Service Level Agreements (SLA), and these General Terms and Conditions (GTC).

Its intent is to maintain operational discipline, accountability, and traceability throughout the client engagement lifecycle.

AUTHORIZED SUBMISSION CHANNELS

All Service Requests must be submitted exclusively through the approved channels specified in the applicable MSA, Statement of Work (SOW), or Addendum.

Authorized channels include:

Email: support@cnetworksystems.com

Web Portal: TBD

Each request must include the requester's full name, company name, contact details, and a concise description of the issue or request, including screenshots or diagnostic information where applicable.

Requests submitted directly to field technicians, engineers, or via personal communication channels are unauthorized and will not be logged or tracked under SLA metrics.

SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS

Critical or high-impact incidents occurring outside CNET's standard business hours (8:00 a.m. – 5:00 p.m. Eastern Time, Monday through Friday, excluding U.S. Federal Holidays) must be reported by telephone using the designated emergency support line.

Requests submitted by email or portal outside of business hours will be acknowledged and processed on the next business day unless explicitly classified as a Critical Incident under the MSA.

After-hours or emergency work is billed according to the After-Hours Premium Rates published in the current Rate Schedule or applicable Statement of Work (SOW).

ESCALATION AND RESPONSE FRAMEWORK

All escalation pathways, response times, and priority-level commitments are defined in Appendix A – Guaranteed Response Times & Priority Levels of the MSA.

If the Client believes a request is not being handled within agreed service levels, escalation may proceed through the designated contact hierarchy defined in the MSA.

CNET will maintain and periodically update its escalation directory to ensure operational continuity and accountability.

CROSS-REFERENCE AND HIERARCHY

If any inconsistency arises between this Appendix and the MSA or its Addenda, the terms of the MSA shall prevail to the extent of the inconsistency.

This Appendix operates as a procedural cross-reference and remains fully governed by the contractual terms, payment provisions, and liability limitations established in the MSA and GTC.

Additional appendices (including, without limitation, Appendices B through H) may be incorporated into future client agreements, including but not limited to Rate Schedules, Equipment Modernization Options, Risk Acceptance Forms (RAF), and

Business Associate Addenda (BAA). Each appendix shall carry the same legal authority as this Appendix A when executed or published by CNET.

Each Master Services Agreement, Addendum, or Statement of Work executed under these General Terms and Conditions automatically incorporates this Notices provision by reference and may include client-specific notice details without altering the enforceability of this section.

HIPAA AND BUSINESS ASSOCIATE ADDENDUM (BAA) INTEGRATION

C Network Systems, Inc. ("Service Provider") may support certain clients that operate within regulated industries subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and associated implementing regulations (45 CFR Parts 160 and 164).

Service Provider does not claim or represent that it holds a HIPAA certification; no formal certification is issued or required under U.S. law. Instead, Service Provider maintains information-security and privacy practices aligned with recognized industry frameworks, including ISO/IEC 27001, 27017, and 27018, to assist its clients in achieving and maintaining their own regulatory compliance objectives.

Nothing in these General Terms and Conditions or any associated Agreement shall be construed as requiring Service Provider to perform the duties of a Covered Entity under HIPAA, nor shall Service Provider be deemed to assume a Client's regulatory or statutory compliance obligations. Service Provider's responsibility is limited solely to implementing reasonable safeguards and performing services as defined in the controlling Master Services Agreement (MSA).

To the extent that Service Provider, in the course of providing managed IT, cybersecurity, or advisory services, creates, receives, maintains, or transmits Protected Health Information ("PHI") on behalf of a Covered Entity or another Business Associate, the Parties shall execute a written Business Associate Addendum ("BAA") in the form of Exhibit H to the controlling MSA. The BAA shall govern the permitted uses and disclosures of PHI and define the specific administrative, physical, and technical safeguards required by the HIPAA Rules.

Service Provider maintains logical and physical segregation between client environments and limits access to PHI or other regulated data strictly to authorized personnel with a legitimate need to know. Access controls, audit logging, and credential management practices are enforced in accordance with Service Provider's internal security policies and least privilege principles.

If a client does not transmit or provide access to PHI, or where Service Provider does not act as a Business Associate, execution of a BAA is not required, and this section serves only as a reference framework.

The most current corporate BAA template maintained by C Network Systems, Inc. shall be used for all HIPAA-regulated engagements and may be updated periodically to reflect changes in law or best practices. Where Service Provider engages third-party subprocessors or vendors that may have incidental access to PHI, such entities shall be bound by written agreements imposing equivalent privacy and security obligations consistent with the HIPAA Rules and these Terms.

In the event of a confirmed or suspected breach of unsecured PHI, Service Provider shall cooperate in good faith with the Client to investigate, mitigate, and document the incident in accordance with 45 CFR § 164.410 and any applicable state data-breach notification laws.

Upon reasonable prior written notice, Service Provider will make available documentation sufficient to demonstrate adherence to its information-security and privacy controls relevant to HIPAA compliance, subject to confidentiality and security restrictions.

In the event of any conflict between an Agreement and an executed BAA, the terms of the BAA shall control solely with respect to the handling of PHI.

DISPUTE RESOLUTION AND MEDIATION

The Parties agree to act in good faith to prevent and resolve any dispute, claim, or controversy arising out of or relating to any Agreement, Statement of Work (SOW), Addendum, or Service Proposal governed by these General Terms and Conditions. Before pursuing any formal proceeding, each Party shall provide the other with written notice of the dispute and a concise statement of the facts giving rise to it. Within ten (10) business days of such notice, both Parties shall appoint management-

level representatives with authority to negotiate and make a good-faith effort to resolve the matter informally.

If the Parties are unable to resolve the dispute within thirty (30) days after the initial notice, the matter shall be submitted to non-binding mediation administered by a mutually agreed neutral mediator located in Miami-Dade County, Florida, or another venue mutually agreed upon in writing. Each Party shall bear its own costs of participation and share equally the mediator's fees. All mediation proceedings shall remain confidential and inadmissible in any subsequent litigation except to enforce a settlement agreement reached through mediation.

If mediation fails to resolve the dispute, either Party may initiate legal action exclusively in the state or federal courts located in Miami-Dade County, Florida. The prevailing Party in any such proceeding shall be entitled to recover its reasonable attorneys' fees, expert-witness fees, and court costs in addition to any other relief granted. To the fullest extent permitted by law, each Party waives its right to a trial by jury in any proceeding arising out of or relating to these Terms or any related Agreement.

Nothing in this section shall restrict either Party's right to seek immediate injunctive or equitable relief in any court of competent jurisdiction to protect its confidential information, intellectual property, or data-protection obligations.

If the controlling Master Services Agreement (MSA) between the Parties includes its own dispute-resolution framework, the process described in the MSA shall take precedence and is hereby incorporated by reference. This clause ensures uniformity and enforceability across all C Network Systems engagements unless otherwise specified in a signed MSA.

NOTICES (FORMAL LEGAL NOTICES AND DEFAULT CORRESPONDENCE)

All operational notices, including those related to service requests, scheduling, and escalation, shall follow the procedures defined in Appendix A – Service Request Ticket Process.

All formal or legal notices, including those concerning default, termination, material breach, or dispute, must comply with the requirements of this section.

Formal Notices must be in writing and are deemed duly given when:

- delivered personally.

- sent by recognized overnight courier with tracking.
- mailed by certified or registered mail (return receipt requested); or
- transmitted by e-mail with confirmation of receipt to the addresses below, or to such other address as either Party may designate by written notice.

For Service Provider:

C Network Systems, Inc.
 Attn: Legal Department
 PMB 1166 · 1000 Brickell Avenue · Suite 715
 Miami, Florida 33131 · United States
 E-mail: legal@cnetworksystems.com

For Client:

The Client's legal notice addresses as stated in its executed Master Services Agreement (MSA) or most recent written update.

Formal Notices are deemed effective upon the earliest of:

- the date of personal delivery.
- the next business day after confirmed courier delivery.
- three (3) business days after mailing by certified or registered mail; or
- the next business day following confirmed electronic transmission.

Electronic communications and digital signatures are valid and enforceable under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. §7001 et seq.), the Florida Electronic Signature Act (Fla. Stat. §668.50), and any comparable state law.

Each Master Services Agreement, Addendum, or Statement of Work executed under these General Terms and Conditions automatically incorporates this Notices provision by reference and may include client-specific notice details without altering the enforceability of this section.

This Appendix-level Notices clause shall prevail over any conflicting notice requirement contained in a Master Services Agreement (MSA) or Addendum, except where the MSA expressly designates an alternative service address for formal legal correspondence.

This Appendix A forms an integral part of the C Network Systems General Terms and Conditions and is subject to the same Governing Law, Dispute Resolution, and Notices provisions set forth therein.

