
Chibardun Telephone and CTC Telcom (DBA Mosaic Technologies) & HomeTech by Mosaic Sales & Service Agreement

This Agreement is made and entered into this **on the date of signature of your project** by and between Mosaic Technologies (“Mosaic”) and **the customer/signatory** (“Customer”).

- 1. Services and Equipment.** Subject to the terms and conditions contained herein, Mosaic agrees to provide to Customer, and Customer agrees to purchase from Mosaic, the service(s) and the equipment identified in the signed proposal (collectively, the “Service”, “Services”, or “Equipment”).
- 2. Term.** This Agreement when duly executed by both parties, shall constitute a binding Agreement between Mosaic and the Customer and their respective successors and assigns for a period of **1 year to auto-renew at the end of each year unless canceled within 30 days prior to the end of the contract period.**
- 3. Payment.** Payment of amounts called for in the signed proposal shall be due and payable within (30) days of invoicing. The Customer shall be responsible for the payment of all sales or use taxes and assessments that may become due or arise out of this Agreement.
- 4. Late Payment Interest.** For each started day of delay in fulfilling a financial liability under this Agreement, the creditor has the right to charge the defaulting Party late payment interest on the outstanding sum in the amount determined by generally binding legal regulations.
- 5. Return Payment.** If payment is made by check or similar instrument that is returned by the bank to Mosaic Technologies, a returned check fee may apply, in addition to the total amount due.
- 6. Warranties and Representations.** Any equipment and all labor furnished by Mosaic in connection with the installation of the equipment shall be covered by the manufacturer’s warranty against defects in material and workmanship. The warranty period shall commence upon the completed installation. The warranty contained in this section does not cover loss or damage caused by or resulting from the Customer’s or its employees’ or agents’ negligent or improper operation of the Equipment.
- 7. Termination.** This agreement may be terminated by either party for just cause. Just cause is defined as the failure of either party to perform their respective contractual obligations. In the event of a failure to perform the obligations described in the signed proposal, the aggrieved party must provide thirty (30) days written notice of the intent to terminate this Agreement and allowing the breaching party this time period to cure or remedy the breach.
- 8. Indemnification.** Customer will defend, indemnify and hold harmless Mosaic Technologies, its affiliates and their officers, agents and employees from all losses, costs, claims, suits, actions, demands, damages, liabilities, expenses (including fees and disbursements of counsel), judgments, settlements and penalties of every kind, whether made by



third parties or not, (collectively, "claims") arising out of or related to the services and materials associated with this Agreement. .

- 9. Limitation of Liability.** In no event will Mosaic Technologies' liability arising out of this Agreement, whether in contract, tort or otherwise, exceed the charges for the service giving rise to the claim. Under no circumstances will Mosaic Technologies be responsible or liable for incidental, special or consequential damages, notwithstanding their foreseeability or disclosure by customer to Mosaic Technologies, including, but not limited to, damages arising from delay, loss of data, profits or goodwill.
- 10. Force Majeure.** Should any circumstances beyond the control of Mosaic occur that delays or renders impossible the performance of its obligations hereunder, such obligations shall be postponed for such time as necessary or delayed on account thereof, or canceled, if such performance necessarily has been rendered impossible thereby. Events of force majeure shall include, without limitations, (a) acts of God; (b) flood, fire, earthquake, catastrophes such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (j) other similar events beyond the reasonable control of Mosaic.
- 13. Mutual Confidentiality.** Customer and Mosaic Technologies acknowledge and agree that the Specifications and all other documents and information related to the performance, production, creation or any expression of the Services or Work Product are the property of Customer. Materials shared between Mosaic Technologies and Customer (the "Confidential Information") including, but not limited to, documentation, product specifications, drawings, pictures, photographs, charts, correspondence, supplier lists, financial reports, analyses, and other furnished property shall be the exclusive property of the respective owner (the "Owning Party") and will constitute valuable trade secrets.
- 15. Attorneys' Fees.** In the event that any party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.
- 16. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 17. Amendment and Modification.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 18. Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.
- 19. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other



person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

