



LTT Partners
CUSTOMER AGREEMENT

This Customer Agreement (this "Agreement") is by and between LTT Partners LLC ("LTT"), an Oregon limited liability corporation, with offices located at 1455 NW Irving St, Suite 200, Portland OR 97209 and a customer who purchases products or receives services from LTT (the "Customer"). Each of LTT and Customer may be referred to as a "Party" or collectively as the "Parties."

1. **Product Resale.** Customer desires to obtain hardware and software products from LTT for valuable consideration as agreed upon and defined in a purchase order (the "Products"), and LTT is an authorized reseller of the Products;
2. **Services.** Customer desires to obtain installation, project management, electrical, consulting, or other services from LTT Partners and its third party service providers (the "Services") and LTT Partners by accepting a request for Services by issuing or accepting a Statement of Work desires to provide the Services.
3. **Terms and Conditions.** LTT is willing to provide the Products to Customer under the terms and conditions of the Sales Terms and Customer agrees to the Sales Terms. LTT is willing to provide the Services under the terms and conditions of the Terms of Service and Customer agrees to the Terms of Service.
4. **Warranties.** Customer has read, understands and agrees to the Waiver and Limitation of Liability.
5. **Term.** This Agreement shall commence on the date of acceptance by the Customer (the "Effective Date") and remain in effect until terminated as set forth below ("Termination").
6. **Termination.** Either Party may terminate this Agreement, in part or in whole, without cause upon providing thirty (30) days' advance written notice of termination to the other Party. This Agreement may also be terminated With Cause. "With Cause" shall mean: either Party (i) commits a crime involving dishonesty, breach of trust, or physical harm to any person; (ii) willfully engages in conduct that is in bad faith and materially injurious to another Party, including but not limited to, misappropriation of trade secrets, fraud or embezzlement; (iii) commits a material breach of this Agreement, which breach is not cured within the Cure Period as specified below; (iv) willfully refuses to implement or follow a lawful policy or directive as specified in the Terms and Conditions, which breach is not cured within the Cure Period as specified below; or (v) engages in misfeasance or malfeasance demonstrated by a failure to perform contractual duties diligently and professionally. To effect a With Cause termination, the non-breaching Party shall deliver to the breaching Party a written notice detailing the nature of breach, and giving the breaching Party ten (10) days to cure its breach (the "Cure Period"). If the breaching Party is able to cure its breach to the satisfaction of the non-breaching Party within the Cure Period, then this Agreement shall remain in full force and effect. Otherwise, this Agreement shall terminate immediately upon the expiration of the Cure Period. If the Agreement is terminated With Cause, the breaching Party shall immediately reimburse the non-breaching Party for all costs, fees, interest, damages, including reasonable attorney's fees, arising under or related to the breach. Termination of the Agreement shall not effect termination of a purchase order that has been accepted, which may be terminated only according to its terms.
7. **Billing and Payment.** LTT shall submit invoices to Customer that detail the nature, time, and amount of Products, as well as the cost of such Products, provided to Customer pursuant to this Agreement. Unless otherwise specified in a purchase order or Statement of Work, the following terms shall apply:

- a) Invoicing. Customer shall pay all invoices within 15 days of the invoice date. Customer shall make all payments hereunder by wire transfer, ACH, or cashiers check and in US dollars. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse LTT for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
 - b) No Setoff. Customer shall not, and acknowledges that it shall have no right, under this Agreement, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to LTT or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by LTT or its affiliates, whether relating to LTT's or its affiliates' breach or non-performance of this Agreement or any other agreement between Customer or any of its affiliates, and LTT or any of its affiliates, or otherwise.
 - c) Taxes. Customer will promptly reimburse LTT Partners or pay directly to the applicable taxing authority all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of any Products or Services and permitted by applicable law to be passed through to Customer, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise and other taxes or federal or state universal service charges (collectively, "Applicable Taxes") and any penalties and interest related to such Applicable Taxes. Applicable Taxes excludes all taxes based on LTT Partners' net income and taxes assessed on LTT Partners' property. LTT Partners will cooperate, at Customer's sole expense, in pursuing any claim for refund of Applicable Taxes paid by Customer.
8. **Amendments**. Amendments to this Agreement must be made in writing and signed by the Representatives of the Parties before they can become effective.
 9. **Notices**. All notices, consents and approvals under this Agreement shall be in writing and shall be deemed properly delivered, given and received (a) when delivered in person; (b) when transmitted by facsimile, via electronic mail or via LTT Partners' website (with confirmation of delivery in each case); (c) on the third business day following the mailing thereof by certified or registered mail, return receipt requested; (d) when delivered by an express courier (with written confirmation) to the Parties at the addresses set forth on a Statement of Work (or to such other address, email address, or facsimile number as such Party may have specified in a written notice given to the other Parties).
 10. **Confidential Information**. "Confidential Information" means any information disclosed at any time by either Party, its directors, officers, employees, and agents (collectively, the "Representatives"), to the other Party or its Representatives in anticipation of or during Parties' relationship, either directly or indirectly, in writing, orally or by inspection of tangible objects which pertains to such Party's business, including, without limitation, information concerning marketing, financial, employee, planning, service or product purchase or performance agreements and documentation, pricing, and other confidential or proprietary information or information a reasonable person would understand to be confidential or proprietary. Confidential Information of either Party will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party without a breach of any third party's obligations of confidentiality at the time of disclosure by the disclosing Party; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
 11. **Disclosure of Confidential Information**. Both Customer and LTT shall (i) hold all Confidential Information in confidence and use it only as permitted in connection with the Products provided

under this Agreement; (ii) use the same care to prevent unauthorized disclosure of the disclosing Party's Confidential Information as the receiving Party uses with respect to its own Confidential Information of a similar nature and shall not, in any case, be less than the care a reasonable person would use under similar circumstances; (iii) to the extent required by a court order or law, disclose only the Confidential Information required to comply with such court order or law and in conjunction with fulfilling obligations under Section 12; and (iv) only disclose the Confidential Information to its Representatives who have a need to know such information in order to perform their job. Each Party shall be liable for any breach of this Agreement by any Representative. Neither Party shall disclose Confidential Information to third parties without the other Party's prior written consent.

12. Injunctive Relief. Each Party acknowledges that a Party's actual or threatened breach of its confidentiality obligations under Section 9, would likely cause irreparable harm to the non-breaching Party that could not be fully remedied by monetary damages. Each Party therefore agrees the non-breaching Party may seek such injunctive relief or other equitable relief as may be necessary or appropriate to prevent such actual or threatened breach without the necessity of proving actual damages.
13. Legal Process. In the event either Party receives a subpoena, request for production of documents, court order or requirement of a governmental agency to disclose any Confidential Information ("Legal Process"), the recipient thereof shall, if permitted by law, give prompt written notice to the other Party so the other Party may move for a protective order or other relief. In the event either Party is required to respond to or support such Legal Process involving the other Party (but not the parties adverse to one another), the responding Party shall be entitled to recover from the other Party all reasonable costs, fees and expenses incurred by the responding Party, including reasonable time expended by internal resources and reasonable attorneys' fees.
14. Governing Law. The validity, interpretation and performance of this Agreement, as well as the rights and duties of the Parties, shall be determined pursuant to and in accordance with the laws of the State of Oregon. Any action arising out of or related to this Agreement, shall be brought in the appropriate state court sitting in Multnomah County, Oregon and the Parties submit to the jurisdiction of such court.
15. Insurance. Both LTT and Customer agree to maintain general liability and workers compensation insurance for the term of this Agreement.
16. Severability. If any part, term, or provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated.
17. Assignment. Neither Party may assign, transfer or sell its rights or obligations under this Agreement without receiving the prior written consent of the other Party and such consent shall not be unreasonably withheld or delayed.
18. Waiver of Breach. No waiver or delay in enforcement of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
19. Force Majeure. Neither Party shall be liable for any failure to perform, or delay in performing, any of its obligations under this Agreement caused by forces or circumstances beyond its reasonable control, and without fault or negligence on the part of that Party. Such forces or circumstances shall include, but not be limited to, Acts of God, acts of civil or military authority, fires, floods, epidemics, quarantines, and civil commotion. However, in the event of such a force or circumstance becoming

manifest, the Party that finds itself unable to perform shall promptly notify the other Party in writing and shall take all reasonable steps to remove such impediments to its performance.

20. Independent Contractor Relationship. LTT (and its employees and agents, if any) shall provide the Products as an independent contractor. Nothing in this Agreement is intended nor shall be interpreted as creating an employer-employee, partnership, or joint venture relationship between Customer and LTT or Customer and any of LTT's employees or agents.
21. Integration. This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter. The terms and conditions of this Agreement shall be controlling over any conflicting terms and conditions set forth in LTT's agreement, rate schedule, invoice, or other documentation pertaining to the Products and supersedes any and all prior written or verbal agreements between the Parties.
22. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
23. Third Party Beneficiaries. The Parties do not intend to create, nor shall there be, any third party beneficiaries to this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement by an exchange of signature copies hereof. In the event of such an exchange, this Agreement shall become binding and any signed copies shall constitute admissible evidence of the existence of this Agreement.
25. Binding Effect. This Agreement shall be binding upon the heirs, successors, permitted assigns, and personal Representatives of the Parties. The persons executing this Agreement warrant that they have the authority to bind Customer and LTT to the terms and conditions embodied in this Agreement.
26. Survival. The terms and conditions of this Agreement which by their nature require performance by either Party after the termination or expiration of the Agreement, including, but not limited to, limitations of liability, confidentiality obligations, exclusions of damages, indemnification obligations, governing law, and any other provision or partial provision which by their nature would reasonably extend beyond the termination of the Agreement shall be and remain enforceable after such termination or expiration of the Agreement for any reason whatsoever.

Updated 02.11.2021