



In an effort to provide the best possible service to our Customers, Coast to Coast Network Solutions, Inc (C2CIT) utilizes the following *Technician Terms & Code of Conduct*. By accepting any C2CIT job assignment, Technician/ Technical Company (Tech) agrees to automatically be bound by these minimum standards in addition to all those specifically outlined in each C2CIT project Scope of Work (SOW).

Acceptance of Work

In the event that C2CIT wishes to retain Tech's services, C2CIT shall notify Tech via fax, e-mail or other commercially reasonable methods. Tech shall thereafter acknowledge receipt of such notification and shall respond with Tech's anticipated availability within 24 hours. In the event Tech is unable to respond to C2CIT within 24 hours, C2CIT may find the need to offer said work to an alternate Tech for completion.

Offer of Work

C2CIT and Tech shall arrive at mutually acceptable compensation amount and schedule for SOW completion prior to Tech performing any chargeable work or arriving at any C2CIT Customer's site location. Compensation shall be offered and mutually agreed upon in either a 1) Flat Fee per Job or 2) Fixed Hourly Rate plus materials. Once SOW has been accepted by Tech and scheduled by C2CIT Operations Dept, negotiations and/or changes shall not be permitted by Tech.

Work Schedule

Tech shall provide C2CIT with an approximate start and completion schedule for all work assigned and shall use their best efforts to adhere to said schedule. In the event Tech is unable to begin work on the scheduled date, unable to arrive at any pre-schedule appointments/service calls or unable to complete work based on original estimated date, Tech agrees to notify C2CIT immediately upon learning of his unavailability, but in no event less than 24 hours prior to the scheduled start date, arrival time and/or completion date. Unless instructed to by C2CIT, Tech shall not contact site direct for any reason. All communications concerning work schedule, arrival times, work requests will be directed to C2CIT. If Tech anticipates they will not be able to make it to the site by their scheduled arrival time, Tech must contact C2CIT as soon as possible and at least 1 hour prior to scheduled arrival time to notify of nature of delay and anticipated new arrival time so C2CIT may contact their Customer. Tech may only contact site direct to notify of delay in the event they are unable to reach any staff at C2CIT **and** have already left a voicemail message and sent a text/email to the C2CIT Ops dept.

Appearance & Conduct While on Site

Tech shall arrive to job site in clean and commercially appropriate attire and shall maintain a professional appearance throughout the performance of services and/or while on site location. Tech shall conduct themselves in a professional and moral manner at all times when acting on behalf of C2CIT. Tech shall not visit C2CIT's Customer site unless previously arranged by C2CIT and will the work area clean when leaving. Tech agrees to adhere to any additional specific instructions as detailed on SOW or per site instructions given to Tech by C2CIT.

Agency

Tech shall report to C2CIT the full extent of all services performed at the job site each day unless alternately instructed by project-specific SOW. Tech shall not perform any work outside the SOW scope without C2CIT's prior consent. Tech acknowledges that the acceptance of additional work direct from C2CIT's customer without C2CIT's prior approval, shall constitute an unfair business practice and may subject Tech to legal penalties. If Tech receives a requests for additional work by C2CIT's Customer while on site, Tech is to call into C2CIT for approval or direct C2CIT's Customer to contact C2CIT direct for authorization. Tech acknowledges that, for a period of 12 months after written cancellation of this agreement, they will not solicit nor work direct for any C2C or C2CIT Customers without C2CIT's written approval and as such will be liable for any loss revenue C2CIT may incur.

Materials

C2CIT will provide Tech with a specific list of Mfg and materials expected to be used to complete each SOW. Tech shall use only those specifically requested materials by specified Mfg. If specified Mfg materials are not available, Tech shall notify C2CIT as soon as possible and prior to performing work so that C2CIT may agree to use of alternate Mfg and/or material parts. Tech shall ensure that they bring with them all proper tools and materials required for the requested work and any additional work (ie: spare jacks, faceplates, voice and data cable, all necessary testing equipment).

Site Close-out

Tech shall ensure all C2CIT applicable paperwork has been signed by a site personnel whenever possible and understands that the lack of site sign-off may effect C2CIT's processing and payment of Tech's invoice(s). Tech shall NOT leave any alternate company or personal information with the site or any of C2CIT's Customer contacts/personnel. In the event of questions or concerns by site personnel, Tech shall direct them to contact C2CIT via phone or email. Tech may contact C2CIT to obtain C2CIT marketing material, business cards and C2CIT-logo t-shirts, which will be sent out to Tech as supplies permit.

Tech Initials _____



Deliverables

All invoices submitted to C2CIT by Tech must satisfy SOW deliverable requirements and satisfactory receipt acknowledged by C2CIT PM prior to being accepted/processed by C2CIT Accounting Dept. Tech invoices that have not yet satisfied such requirements shall be placed on hold or rejected by C2CIT Ops/Acctg dept. Invoice net terms do not begin accruing until said satisfaction has been acknowledged by PM to Tech and PM has approved for processing.

Sales Tax

Technicians working or providing equipment on jobsites are required to charge C2C all appropriate state/local sales & use taxes according to site location as C2CIT does not retain a Seller's Permit in all 50 states. In these cases, C2CIT will act as the "end-consumer" therefore will not report nor pay state agencies. It is the sole responsibility of Tech to report and pay all applicable tax to their state agency as required by governing laws. Should C2CIT be audited by any tax agency and a liability be determined due by agency as a result of inappropriate of Tech billing to C2CIT or Tech's misfiling/reporting to agency, Tech agrees to pay all direct costs, including agency penalties and interest, associated to their projects within 30 calendar days from C2CIT or audit notification. In the case that C2CIT does retain a Seller's Permit in a particular state, C2CIT will provide one to your office.

Invoicing

Tech shall invoice C2CIT directly, as per SOW terms, within 15 days from completion of work. The body of all Tech invoices must contain a breakdown of charges, including sales tax; a separate backup paged may be attached with Tech details as warranted. Tech invoices received late or not containing breakdown of charges or sales tax may be rejected or adjusted accordingly. Net terms begin accruing from date of approval by C2CIT PM. All Tech documents, including invoices, may be submitted via mail, e-mail or fax. C2CIT recommends submittals via e-mail to ensure an efficient processing time. The sending of any documentation, including invoices, outside C2CIT personnel or the corresponding with any C2CIT's Customers is direct is a violation of this agreement. In such a situation, C2CIT retains right to sever this agreement and seek legal actions as permitted by law.

Payment Terms C2CIT hires all Tech's services on a "*Paid-When-Paid, net60 days*" (PWP60) terms unless otherwise agreed upon, in writing, prior to performance of work. Although hired on PWP60 terms, C2CIT guarantees Tech will be paid for all approved services billed to C2CIT even in the event C2CIT is not paid in a timely manner. Please notify your C2CIT Project Manager at time of each service request if these standard terms are not acceptable in order for alternate considerations to be made. All considerations for Tech are specified for an individual project and expire once said project is closed. All considerations must be agreed upon, in writing, by both parties prior to start date of project. C2CIT PM's do not have the authority to enter into such consideration. All payments are issued to Tech via a C2CIT company check mailed via USPS 1st class unless alternate consideration have been agreed upon.

Insurance

Tech is required to provide and maintain current insurance certificates of both General Liability and Worker's Compensation ("COI") as required by their State / Country Laws. Current COI's must remain on file with C2CIT in order for Tech to be eligible to schedule/perform work. Tech shall list C2CIT as the *Certificate Holder* and as *Additionally Insured* and must be accompanied by endorsements containing verbiage re: "Primary & Noncontributory" and "Waiver of Subrogation" when applicable. Tech shall have renewed COI submitted to C2CIT no less than 10 days prior to expiration of previous COI on file. Tech shall reference C2CIT's "*Request for Certificate of Insurance*" document for additional info.

Tech Documents & Agreements

Tech is required to provide and maintain current documentation (ie: W9, rate sheets, services provided, areas of service, contact information, address corrections, etc.) and agreements with C2CIT at all times. Documents and agreements shall be updated every 3 years and may be requested of Tech every calendar year. Agreements will remain in effect until new agreements are provided by C2CIT or Tech. C2CIT reserves the right to place any current work or future work request on hold until Tech can provide current documentation when applicable.

Signature of Authorized Representative ***(Remember to also initial page 1)***

Date of Signature

Print Name of Signer

Title of Signer

Company Name:

Mailing Address:

City: State: Zip Code: