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## Termination Charges

**Last Updated: April 10, 2017**

NTM's minimum term is 36-months. Additional discounts are available for 60-month term agreements. NTM signs service agreements with finance companies, banks, software, hardware and carrier service providers on behalf of each client and would incur substantial damages should a client not honor the minimum term. Charges that may be imposed by National Technology Management if, prior to the end of the applicable Service Term:

(a) National Technology Management terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer, one hundred percent (100%) of the remaining monthly fees that would have been payable by Customer under the Service Order. If the Services described in the Service Order had been provided until the end of the Service Term. In the event the Agreement is terminated as herein described during the initial Service Term, Termination Charges shall also include one hundred percent (100%) of any amount paid by National Technology Management in expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the National Technology Management Equipment.

Customer is responsible for damage to, or loss of, Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of National Technology Management. Customer agrees not to take any action that would directly or indirectly impair National Technology Management's title to the equipment, or expose National Technology Management to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following National Technology Management's discontinuance of the Services to the Service Location(s), National Technology Management retains the right to remove the Equipment including, but not limited to, that portion of the Equipment located within the Service Location(s). To the extent National Technology Management removes such Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.