

PCS Programming Terms and Conditions

Standard Terms and Conditions

Thank you for considering Palitto Consulting Services (PCS) for your Information Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on the face of the quote will supersede the terms below.

1. Payment Terms

- a. Fixed Price Projects:** 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under PCS's standard terms of Net 20 days. A fixed price project is any project that does not have an hours estimate included in the quote.
- b. Quoted Labor Amounts:** 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under PCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

2. Project Cancellation Fee

In the case when Client cancels a project after the project has commenced, PCS reserves the right to charge a cancellation fee of hours already expended on the project at the standard billing rate plus a 10% cancellation fee.

3. Rescheduling Fee

PCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the Client on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500. To the extent rescheduling requires additional Professional Services, time and material charges will apply.

4. Warranty & Additional Notes

Palitto Consulting Services provides the highest quality of services. All custom fixed price software sold by Palitto Consulting Services has a 60 day break/fix support period beginning on date of installation. Support outside of this timeframe is subject to additional charges. PCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.

5. Technical Support

Additional Client support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the user's system through telecommunication software, and by written documentation. Support requests may require opening a block of support hours. Typically, an 8-hour minimum support block is required. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, Client agrees to reimburse all reasonable costs. For fixed cost support agreements, see the Application Development Fixed Cost Support Agreement section for further details.

6. License Agreement

PCS is the owner of certain custom software, report and programming services ("Licensed Property"). Client is desirous of using such Licensed Property in connection with its business. PCS hereby grants to Client and Client hereby accepts the nonexclusive and non-transferable right, privilege and license to use the Licensed Property internally and in connection with the operation of its business. It is agreed that nothing contained in this Agreement shall be construed as an assignment or grant to the Client of any right, title or interest in or to the Licensed Property, it being understood that all rights relating thereto are reserved by PCS. Client has the right to use and utilize the Licensed Property only as specifically and expressly provided in this Agreement. Client shall not take any actions, or aid or assist any other party to take any actions, that would infringe upon, harm or contest the proprietary rights of PCS in and to the Licensed Property. Licensed Property will be defined in the related quote and statement of work documents.

7. Limit of Remedy

PCS' entire liability is limited to the amount paid by the Client under the terms of this Agreement and Client hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.

Application Development Fixed Cost Support Agreement

Software Support is available on an annual basis for the custom software provided by PCS, if offered on the face of the quote. This support will only include bug fixes to the quoted software. If there is no active Software Support Agreement in place when support is needed, charges will be incurred on a time and materials basis at the current hourly rate schedule. If a current Software Support Agreement is in place and the problem is not the fault of PCS or its software, PCS reserves the right to charge for this service at the current hourly rate. This Software Support Agreement begins on the day of installation. In cases where Software Support has been allowed to lapse, support can be reinstated by (1) paying for any current issues using the current hourly rate and (2) bringing support current by paying the current support fee as well as any support fees that were allowed to lapse. These terms and conditions are subject to change at the sole discretion of PCS.

1. PCS Support Policy for Application Development

PCS strives to provide application development services to Partners and Clients to help them maximize their systems. Due to the ever-changing landscape of the technology industry, PCS seeks to use best practices to ensure compatibility for customizations on future releases of the platforms involved. Since PCS is not able to predict what future releases of the software and platform will entail, PCS does not guarantee that applications will perform on versions beyond what the original customization were written for. For fixed cost support agreements, PCS will provide minor programmatic changes for compatibility. PCS can provide resources to aid in updating the applications to work on future versions and releases, if applicable. The use of these resources will be quoted upon request of the client.

2. Support Resources

General Questions can be answered by referring to supplied documentation by PCS, the vendor's documentation, or working with your local Partner(s).

General Application Questions can be addressed via supplied documentation, or the client internal support champion.

PCS will provide Client support by working with the internal support champion. Users at the client are to address issues with their internal champion which will then work with PCS. This will allow for a focused approach that enables PCS to effectively serve client in the most efficient fashion.

PCS reserves the right to charge for support of applications for issues outside of the scope of the original project. For example, a lack of network connectivity, carrier related issues, server moves, and other problems outside the control of PCS are the client's responsibility.

PCS reserves the right to bill at the current hourly rate for researching potential errors. Due diligence has been done to ensure customizations and reports are accurate and function appropriately.

3. Support Hours

PCS support hours are Monday to Friday 8AM-5PM EST, excluding holidays. Support is available outside of these hours but will be billed at the current emergency/after-hours rates, including travel time if needed.

4. Assumptions

- PCS assumes Client to provide all required hardware and systems platform licensing.
- PCS assumes Client has all required licenses to third party integration APIs. PCS not responsible for connectivity performance to third party APIs and data connections.
- PCS assumes Client will provide VPN (or appropriate alternative) access to all necessary systems. PCS assumes Client will provide access, credentials, and accounts for all applicable systems and related equipment.
- PCS assumes Client will provide unattended access, unless expressed otherwise.
- PCS assumes Client will take responsibility to ensure all systems are up and operational during business hours.
- PCS assumes all installations do not include test systems or any redundant systems. Redundancy options will be listed as option on quote where applicable.

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