



Terms and Conditions

I. General

1. Scope of work

The scope of work is as set forth in this proposal. Additional written and detailed technical specifications for the work to be performed may be attached to this proposal as numbered Exhibits. Each such Exhibit, when so attached, is incorporated by reference and shall become a part of this proposal. Specifications may also be subsequently developed or amended by written agreement of the parties. This proposal, its Exhibits, and any specifications agreed to by the parties shall collectively constitute the complete "**Specifications**" for the work to be performed by .riess corp. under this Agreement.

2. Client's Responsibilities.

Client agrees to provide reasonable workspace, general office supplies, appropriate computer time and necessary access to network, computer and server particularly authorization codes for .riess corp. personnel while working on Client's facilities, as may be reasonably requested by .riess corp. from time to time, and to in all other ways comply with its responsibilities under this proposal so that .riess corp. can complete the Project in a timely manner.

3. Technical and Professional Standards.

.riess corp. shall ensure that .riess corp.'s Personnel carry out the Project using applicable technical and professional standards.

4. Change Requests.

During the course of the Project, Client may desire a change in the scope of the Project. Requests for changes must be made in writing and delivered to .riess corp.. .riess corp. will review the proposed change and determine the effect that the implementation of the change will have on price, schedule, and other terms and conditions of the Contract Documents. Upon completion of such review, any changes in price, schedule, or other terms will be provided to Client. An authorized agent for each party will sign the changes to indicate agreement to the alteration of the Project schedule and price.

5. Acceptance.

Acceptance will occur when the Deliverables meet the agreed upon tests or the acceptance criteria as described in this proposal. If the Deliverables do not substantially meet the acceptance criteria as set forth in this proposal when it is offered by .riess corp. for Client's acceptance, Client will give .riess corp. detailed written notification of the deficiency or non-conformance within ten (10) days. .riess corp. shall then, within thirty (30) days of receipt of such written notification, either correct the deficiency or non-conformance or provide Client with a plan for correcting the deficiency or non-conformance.

6. Subcontracting and .riess corp.'s Employees.

.riess corp. may, in its discretion, subcontract specific engagements hereunder. Personnel used or supplied by .riess corp. to perform the work hereunder are employees or agents of .riess corp. and its Affiliates and under no circumstances are such Personnel to be considered employees or agents of Client. .riess corp. shall have the sole responsibility for the conduct of its Personnel, for controlling, supervising and directing their work, for payment of their entire compensation, for withholding of all income and social security taxes, and for worker's compensation insurance.

7. Qualifications and Replacement.

.riess corp. is responsible for providing duly qualified persons to perform the work required under this proposal. Client shall advise .riess corp. of any complaints with respect to any .riess corp. Personnel. .riess corp. will use its best efforts to resolve the issue or provide appropriate replacements.

II. Fees, Invoices, Payment

1. Fees/Compensation.

Unless otherwise set forth in the proposal, .riess corp. shall be compensated for work performed on an hourly basis. The hourly billing rates for each person working on the Project shall be as specified in the proposal.

2. Expenses.

Client shall reimburse .riess corp. for all reasonable expenses required to perform the Project, including travel expenses, incurred and documented by .riess corp.'s Personnel.

3. Invoices/Payment.

.riess corp. shall submit detailed monthly invoices to Client for all work performed and expenses incurred, and shall include receipts and supporting data for such expenses. All invoices submitted by .riess corp. shall set forth (a) the number of hours worked and description of work performed by each person and (b) a record of expenses and receipts. Client shall notify .riess corp. of any disputes with respect to an invoice within five (5) days of receipt. Invoices not disputed within such time period shall be deemed accepted by Client. Payments by Client shall be payable within fourteen (14) days of the invoice date.

III. Conformity

1. .riess corp. represents, warrants, and covenants that for a period of one (1) year after acceptance by Client, the Deliverables will substantially conform to the Specifications. In the event that the Deliverables do not conform to the Specifications, .riess corp. shall, within thirty (30) days of notice from Client, without additional cost to Client, restore such Deliverables to conformity or prepare a plan to do so, or refund all fees paid by Client to .riess corp. under this Agreement. In such event said refund shall be Client's sole remedy



hereunder.

2.EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, .riess corp. DOES NOT PROVIDE ANY WARRANTIES TO CLIENT, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IV. Compliance with laws and insurance

1. Compliance with Laws.

Each party represents and warrants that it abides and will abide by all applicable laws.

2. Insurance Coverage.

At all times while performing work hereunder, .riess corp. shall carry Worker's Compensation and Occupational Diseases insurance in accordance with the laws of the governmental bodies having jurisdiction. In addition, .riess corp. shall maintain general liability insurance in amounts not less than \$1,000,000 per occurrence.