



## *General Terms and Conditions*

Rev. 01/01/2013

### **I. Fees for Professional Services**

Onsite services are invoiced at a ½ hour minimum and afterwards per ¼ hour.  
Remote services are invoiced at a ¼ hour minimum and afterwards per ¼ hour.  
Travel fees for local onsite services are invoiced according to a flat fee.

All time spent on the project by professional, technical, and clerical personnel will be invoiced. **Unless otherwise stated, any cost estimate presented in our proposal is for budgetary purposes only and is not a fixed lump sum bid.** If it is apparent that a budgetary estimate provided by the client is insufficient to complete the project satisfactorily, the client will be advised as soon as practical.

### **II. Reimbursable Expenses**

The following expenses will be invoiced at direct cost:

1. Travel expenses including air fare, parking, or rental vehicles at cost.
2. Company and personal vehicles at the federal listed rate per mile plus \$30 per day, subsistence at \$50 per day, and lodging.
3. Telephone and Internet communications while traveling.

### **III. Proposal Terms**

Proposals, estimates, and quotes are valid for 14 days from the date listed. After 14 days have expired, DR Technology Solutions (Provider) reserves the right to adjust the proposal to reflect changes in cost, scope, schedule, current workload, or otherwise.

### **IV. Invoices and Payments**

Invoices will be submitted periodically and payment is due upon receipt of the invoice unless otherwise specified upon the invoice. Invoices will show time, expense categories or summary, and charges, not actual documentation. Actual documentation, if requested by the Client, shall be furnished at an additional administrative time charge as required to compile the documentation. Services may be suspended for nonpayment and not be resumed until the Client's account is paid in full, including interest. A 1-1/2 percent per month service charge will be added to all delinquent accounts. The Provider may set off any amount owing at any time from Client to the Provider against any amount payable by the Provider to Client in connection with this contract or any other transaction. In the event the Provider retains the services of an attorney or other person for the purpose of enforcing this agreement including, without limitation, for collection for nonpayment of invoices, Client shall reimburse The Provider for the fees and expenses of such attorney(s) or other person(s) for such enforcement.

### **V. Work Products**

The Client agrees that only Client may rely on any work product, opinion or service issued or provided by the Provider. Client agrees to defend, indemnify, and hold harmless the Provider, its directors, officers, employees, agents, and successors and assigns from and against all defense costs (including, without limitation, fees, expenses, and costs for attorneys, the Provider's personnel, and experts' fees) arising out of or resulting from demands or claims by any third party.

### **VI. Termination**

Either Client or the Provider may terminate all or any part of this contract by written notice sent by certified mail, return receipt requested to an officer of the non-terminating party. Such termination shall be effective 7 days after receipt of the written notice. Both parties agree to meet on one occasion after such notice is given to discuss the reason for such termination. Thereafter, the Provider will submit a final invoice to Client within 30 days after the effective date of termination unless all charges from subcontractors or otherwise have not been received. Upon its receipt of all charges from subcontractors or otherwise, the Provider shall submit a final invoice to Client. Client agrees to pay the Provider all of its costs (including profits) incurred to the effective date of termination including, without limitation, costs associated with binding agreements made with subcontractors or otherwise prior to the effective date of termination.

### **VII. Warranty/Indemnity**

Our professional services will be performed, and our recommendations prepared in accordance with generally and currently accepted principles and practices. Third party products sold by DR Technology Solutions are subject to the warranties and representations of the applicable manufacturers. **THIS WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE.** Client shall defend, hold harmless, and indemnify the Provider for and against all claims and liabilities (including attorneys fees) for personal injury (including death), property damage, or other claims and liabilities arising out of, related to, or in connection with Client's negligent errors or omissions, or willful misconduct.

### **VIII. Limitation of Liability**

Client and the Provider agree that Client's sole and exclusive remedy against the Provider shall be the Provider's correction or re-performance of its services, hardware, software, or any other tangible or intangible item provided under this contract whether such remedy is brought in contract, tort (including negligence and strict liability), or otherwise. Client and the Provider agree that liability for such correction or re-performance shall be limited to general or direct damages of the Provider's fee under this contract. **IN NO EVENT SHALL CLIENT OR THE PROVIDER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST, DIMINISHED, OR DELAYED OPPORTUNITIES OR PROFITS, LOSS OF USE, COST OF CAPITAL, OR LOST SALES ARISING OUT OF OR RESULTING FROM THIS CONTRACT.**

### **IX. Confidentiality**

Client and the Provider during the performance of this Agreement may exchange information which is considered by them or third parties to be of a proprietary or confidential nature. When such information is exchanged, it will be appropriately identified in writing by the party asserting the proprietary or confidential nature. The receiving party agrees not to disclose such information without written instruction from the originating party for a period of five (5) years from the date of receipt of such information or for a period of three (3) years for the completion or termination of this Agreement, whichever is longer, and to use such information only in performance of this Agreement. Both Client and the Provider agree to bind employees, officers, agents, and all lower-tier subcontractors to this same obligation.

No information shall be within the protection of this provision where such information:

1. Is or becomes publicly available;
2. Is released by the originating party to anyone without restrictions;
3. Is rightfully obtained from third parties without claims of confidentiality; or,
4. Is or becomes known or developed by the receiving party independently of the confidential and /or proprietary information of the originating party.

### **X. Intellectual Property**

Unless hereinafter or otherwise specified, all data or electronic work product produced, generated, or procured under this Agreement, including under any lower-tier subcontracts, shall become the property of Client and shall be delivered to Client upon completion of each work assignment or termination of this Agreement, whichever first occurs. The Provider agrees that it will not assert or establish any claim to a statutory copyright protection on any such data, whether published or unpublished. Prior to disclosure to the public, the Provider agrees not to publish the data or make the data available to others, except representatives of Client and allowing sixty (60) calendar days for response, subject, however, to the provisions regarding approval set forth herein.

The Provider relinquishes any and all copyrights and/or copyright rights and/or privileges of access of data which may be developed under this Agreement. The Provider shall not include in the data any copyrighted matter without the written approval of Client, unless the Provider provides Client with formal documented approval of the copyright owner for Client to use such copyrighted matter in the manner provided herein.

### **XI. Severability**

A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.

### **XII. Governing Law**

The laws of the State of Pennsylvania shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

### **XIII. Binding Effect**

This Agreement shall be binding upon and shall insure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.

### **XIV. Entire Agreement**

This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. Except in the case of a signed service contract, this Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.