



Terms & Conditions

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This Document specifies the terms and conditions which apply when any company or individual (CLIENT) purchases or agrees in writing to purchase services and/or products from Cornerstone Information Systems, Inc. (CIS). By requesting services or products from CIS, paying for products or services from CIS or a CIS contractor, agreeing to purchase services and/or products from CIS, or signing a copy of this document, CLIENT agrees to accept this document as a legally binding contract (AGREEMENT) between CLIENT and CIS. CIS may change the terms of this AGREEMENT from time to time and will post the updated version of the AGREEMENT on its website at www.cornerstone.us/terms. CLIENT acknowledges and accepts any new version of this AGREEMENT by continuing to request services or products from CIS or agreeing to purchase services and/or products from CIS at any time after the new AGREEMENT has been posted to the CIS website. Unless CIS agrees in writing, these terms shall prevail over any terms issued by CLIENT. No employee, agent or contractor of CIS may vary or add to these terms without the prior written authority of one of CIS's Chief Officers.

- 1. SERVICES.** CIS will provide networking services, hardware or software support, training, software development, website development, and other Technology Consulting services as requested by CLIENT, and will use its best efforts to comply with estimated charges, meet scheduling dates and accomplish specified results.
- 2. WORK REQUEST AUTHORIZATION.** CLIENT instructs CIS to accept work requests from anyone employed as a part-time or full-time employee of the CLIENT unless a written request has been submitted from the CLIENT to CIS requesting that only specific users are allowed to contact CIS for assistance and the request has been acknowledged by CIS.
- 3. CLIENT ASSISTANCE.** CLIENT shall provide necessary working space, materials, services, assistance, and personnel to assist CIS in achieving desired results.
- 4. OPERATIONS.** CLIENT is exclusively responsible for the operation of its computer and software systems, including regular backups of data files and software. CIS will not be liable for any loss of data or time as a result of inadequate or out-of-date backups. Unless designated in writing, CIS is not responsible for inputting or processing CLIENT data or for performing any other day-to-day activities, which are the responsibility of the CLIENT.
- 5. WORK PRODUCTS.** CLIENT may use, copy, or modify any resulting custom software, websites, graphics, or other work products with no further obligation to CIS. CLIENT may *not* sell or otherwise distribute CIS developed work products to individuals or companies outside its corporate structure without written permission from CIS as these work products may contain proprietary techniques and subcomponents.
- 6. CONFIDENTIAL INFORMATION.** CIS and CLIENT agree not to disclose any confidential information acquired about the other party as a result of this working relationship unless authorized. Any unauthorized disclosure should be made known immediately to the other party and all reasonable efforts made to prevent any recurrence.
- 7. PERSONNEL.** It is understood that CLIENT will not recruit or discuss employment with CIS employees for the duration of this agreement and for a one year period thereafter. CLIENT also agrees not to solicit services directly from CIS employees or subcontractors for the same period.
- 8. CHARGES AND TERMS.** Unless detailed in a separate agreement, Client is expected to pay a published hourly rate for all hours, or portions thereof worked by CIS personnel, plus expenses incurred by CIS. CLIENT agrees to pay for CIS services in 15 minute increments with a 1 hour per day minimum for work performed on-site and a 30 minute per day minimum for work performed remotely. Chargeable time includes travel to and from Client's location as described below. Rates are subject to change upon publication of a new rate schedule by CIS (usually in January of each year). Individual CIS employee rates may change at any time if an employee changes positions within CIS and the new position has a different published hourly rate than the employee's current position's rate.

Payment terms for Advanced Contract Payments - unless otherwise indicated are: **Net 10**

Payment terms for Standard Labor - unless otherwise indicated are: **2% 10 days, Net 20**

Payment terms for Hardware/Software – unless otherwise indicated are: **Net 10 days**

CLIENT is expected to make full payment before the specified "Net" due date.

Overdue balances may be subject to a 2% monthly finance charge. CLIENT agrees to pay any legal cost that CIS may incur in efforts to collect unpaid invoices owed by CLIENT to CIS. All CLIENT payments will be applied against the oldest outstanding invoice, unless specified in writing that a payment is to be applied to a specific invoice. Payments will be applied against labor on an invoice before being applied to charges for hardware, software or materials.

Cornerstone Information Systems Terms & Conditions (continued)

Travel Time - CLIENT will be charged at CIS's published hourly rates for round trip travel time from the nearest CIS office which has the required type of resource to the CLIENT location rounded up to the nearest 15 minute increment.

Other Expenses - When work requirements necessitate an overnight stay in a motel, actual costs will be billed to CLIENT, including evening, lunch, and morning meals. Material expenses such as backup media and mailing costs may also be billed to the CLIENT. Normal office supplies such as pencils, paper, and notepads will not be billed to CLIENT.

Weekend Overtime and After-hours Policy

The following premium will be added to CIS standard rates for Holiday, Weekend, or After-hours work requested by CLIENT.

Scheduled After-hours or Weekend work	50% premium
Unscheduled (emergency) After-Hours or Weekend work	100 % premium
Scheduled or Unscheduled Holiday work	200 % premium

Any work done before 8:00 am or after 6:00 pm Central Time Monday – Friday will be considered After-Hours work. Work done anytime on Saturday or Sunday will be considered Weekend work.

Holiday work is defined as any work done on New Year's Day, Memorial Day, The Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve after 12:00 PM Central Time, and Christmas Day or work performed on a day that Cornerstone is closed in observance of one of these Holidays.

Client will not be charged a premium if the work is done after-hours or weekends for Cornerstone's convenience.

9. TAXES. CLIENT is expected to pay any taxes that may accrue as a result of services rendered by CIS.

10. QUOTES. CLIENT agrees that all quotes, agreements, rate sheets, and proposals provided to CLIENT by CIS or a CIS representative are CIS intellectual property and confidential and shall not be disclosed in any form or partial form to anyone who is not a full or part-time employee of the CLIENT without written permission from CIS. If a proposal or quote provided to CLIENT from CIS is disclosed without written approval from CIS, CLIENT agrees to pay CIS for all time and materials used to generate the proposal at CIS's published rates.

11. PURCHASES. All equipment, software, or other products ordered by CLIENT shall remain CIS property until CLIENT pays CIS the associated invoice or invoices in full. Until that time, CLIENT is to hold the equipment, software, or other products in a safe area and shall protect said items from damage, loss or theft. CLIENT is to store said items in a way that they can be identified as CIS property until the associated invoice or invoices are paid. All risks associated with loss or damage of said items passes from CIS to CLIENT on delivery. In addition, if payment is overdue CIS may cancel or suspend delivery of other items, services or products yet to be delivered to CLIENT. If invoices reach 60 days past due, CLIENT hereby authorizes CIS upon 10 day notice to withdraw any unpaid equipment, software, or other products from client site(s) and/or to suspend software usage rights until payment is received for those items, subject to a reasonable retention/liquidation policy. Such action does not waive CLIENT's obligation to pay the associated invoices for items ordered. If one or more CLIENT invoices are past due, CIS reserves the right to apply any CLIENT payments to the oldest invoices. CLIENT may not deduct any set off, counterclaim or other sum from CIS invoices for goods or services ordered under this agreement unless CIS agrees in writing.

12. SERVICE WARRANTIES. Under this general agreement, CIS is providing "best effort" services to CLIENT in return for hourly fees. Unless negotiated and stated in separate and specific contract or proposal, CIS does not make any warranty, expressed or implied, that the performance of requested services will produce the result intended by CLIENT. In no event shall CIS be responsible for any indirect or consequential damages or losses in connection with services requested by CLIENT or inability to use CLIENT information systems. CIS liability for negligent acts of harm shall be limited to direct costs or damage associated with a given project and shall not exceed amounts paid to CIS by CLIENT for that particular project.

13. MANUFACTURER WARRANTIES. If CLIENT chooses to purchase hardware or packaged software products from CIS which are manufactured by other vendor companies (such as Dell or Microsoft), any warranty promises included with the purchased products and/or extended warranties purchased with the product shall be from the manufacturer of the product to the CLIENT which is the "end user" of the product. CLIENT may contact the manufacturer under its warranty provisions for problem resolutions for the period of the warranty. However CLIENT should understand that if it contacts CIS to assist with warranty issues, then CIS labor to troubleshoot the problem or contact the manufacturer on behalf of CLIENT will be chargeable to CLIENT at normal hourly rates.

14. TERMINATION. This AGREEMENT shall remain in effect until terminated by:

- (a) Agreement between the parties, or
- (b) CIS with 30 days written notice to CLIENT, with reasons for termination, or
- (c) Automatic termination 1 year after CLIENT's last request for service or products from CIS or
- (d) Automatic termination 1 year after CLIENT's last payment for products or services from CIS.

15. GENERAL PROVISIONS. The parties shall meet and remedy any provision of this AGREEMENT that may be found invalid. The remainder of the AGREEMENT shall not be affected thereby. Failure to perform by either party as a result of Force Majeure is forgiven. This AGREEMENT may not be assigned or transferred by either party without the other's consent. Any modification must be in writing. The laws of Kentucky shall govern.