

Terms and Conditions

1. Full Sail Partners, Ltd. ("Full Sail Partners") shall provide Client with professional consulting services on a time and materials basis the ("Services") as described herein or in a Scope of Services ("SOS") attached hereto. All services performed by Full Sail Partners staff shall be paid directly to Full Sail Partners. Full Sail Partners' Services are not covered under Clients maintenance agreement with Deltek®. All phone consultation and time taken to respond to email inquiries shall be invoiced for time expended rounded to the quarter hour at the hourly rates set forth herein or in a SOS. Full Sail Partners reserves the right to change its hourly rates upon written notice to Client.
2. The proposed scope of services provided by Full Sail Partners hereunder and any associated estimates of total billings are estimates only. If additional Services are requested or required, Client's authorized representative shall authorize any such additional services in writing prior to the commencement of such additional services.
3. In order for Full Sail Partners to provide the Services, Client shall provide copies of all system setup data and other documentation as specifically required during web/on-site consulting sessions with Full Sail Partners. If Client is not hosting their database with Full Sail Partners, Client shall be responsible for making backups of Client's database prior to any Services being performed, and Full Sail Partners is not responsible for any such backups.
4. All services except those specifically marked as fee will be billed on a time and material basis. All fee and estimated hourly services are limited to the scope of services in the agreement. Services required or requested that are outside the scope of provided will be billed at a time and material basis at our current rates. Payment for all Services and any expenses is due within thirty (30) days of the date of invoice. Invoices shall be processed at the end of each month. Any question or dispute about an invoice must be addressed in writing within thirty (30) days of the date of invoice to Full Sail Partners' Project Manager assigned to Client, or full payment is due. Any retainers paid by Client shall be applied against the final invoice, and any unapplied retainer amount shall be promptly returned to Client upon project completion. Failure to pay any amount when due shall permit Full Sail Partners to: (a) charge interest of 1.5% per month (or such other maximum amount allowed by law) on the unpaid balance; (b) suspend performance of the Services; (c) terminate this Agreement; and (d) recover all expenses and costs incurred in enforcing its rights hereunder.
5. Client agrees to provide Full Sail Partners at least 24 hours prior notice if Client needs to cancel or change the time of an appointment for Services; otherwise, Client shall be charged in full for the scheduled appointment, as well as for reimbursement for any costs incurred as a result, including but not limited to, hotel guarantee fees and lost preparation time. If Full Sail Partners books airline tickets that are non-refundable for cancellation, Client agree to pay any fees incurred by Full Sail Partners as a result of such cancellation, including any cancellation charges or transfer fees to use the tickets for travel on other than the arranged dates of the training or consultation.
6. In the course of the performance of this Agreement, either party may learn confidential information of the other party ("Confidential Information"). The recipient agrees to disclose such information to its employees, agents and/or consultants only on a need-to-know basis and agrees not to disclose such Confidential Information to third parties unless legally required by judicial process. All Confidential Information shall be considered trade secrets and shall be entitled to all protections under the law for trade secrets. The parties' obligations under this paragraph shall survive the termination of this Agreement.
7. Neither party (CLIENT / FSP) shall, for the term of this agreement and for twelve (12) months after the date of termination of this agreement, directly solicit any employees of the other party for the purposes of offering employment, unless expressly approved in advance by the other party in writing.
8. In no event, shall either party be liable to the other party for any special, indirect, punitive, incidental or consequential damages relating to its obligations hereunder.
9. The parties agree this Agreement is governed by and construed under the laws of the State of Colorado, and Client agrees that any dispute arising from or relating to this Agreement shall be brought in the exclusive jurisdiction of the state and federal courts of Denver County, Colorado. The prevailing party in any such proceeding shall be entitled to recover its costs and expenses incurred in such proceeding, including but not limited to reasonable attorneys' fees, witness fees and collections costs.
10. Full Sail Partners does not provide any warranties on Deltek® software - any warranty for Deltek® software is provided directly to Client by Deltek®. If Client experiences any issues concerning performance of the Deltek® software, Client is urged to contact Deltek® for the terms of Deltek's® warranties. Payment to Full Sail Partners cannot be withheld for any Services based on a claim related to the warranty of Deltek® software. Additionally, Full Sail Partners does not warranty conversions performed by Deltek®. Client agrees that if Client engages Full Sail Partners for assistance related to Deltek® software or Deltek® conversion issues, Client shall pay Full Sail Partners at the fee or hourly rates included

herein or in a SOS for such assistance related to Deltek® software or Deltek® conversion issues. Payment to Full Sail Partners cannot be withheld for any Services on related to Deltek® conversion work. Full Sail Partners warrants that it will provide the Services in a good and workmanlike manner consistent with the standards of the professional services industry. Full Sail Partners warrants that it will provide the Services in good and workmanlike manner consistent with the standards of professional services industry. Full Sail Partners disclaims all other warranties, express or implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, system integration, and that the services will met clients requirements.

11. This Agreement and any SOS may be terminated (a) if Client is in breach of any obligation under this Agreement (or a SOS) and Client fails to remedy such breach within fifteen (15) days of receipt of written notice of such breach; or (b) immediately if Client has a receiver appointed, or assignment for the benefit of creditors in the event of any insolvency or inability to pay debts when due, or file for bankruptcy. Upon termination, Client shall pay Full Sail Partners for all Services performed and expenses incurred through the date of termination.
12. This Agreement and any SOS attached represent the entire agreement of the parties with respect to the subject matter herein, and supersede any prior communications, oral or written, between the parties. These terms may not be changed except by a signed written amendment, and Client may not assign this Agreement without Full Sail Partners' prior written consent
13. Any programs written to complete the customization as well as the code written to complete the customization are the property of Full Sail Partners. Full Sail Partners may utilize all or any portion of the program or code as it chooses without claim by Client or third party.
14. Corrections, changes, modifications outside of the scope of this proposal, including research and communication time, shall be made on an hourly basis, at Full Sail Partners current hourly rates. Any customization requests made during the report design or after the report has been sent that are outside the scope of this specification may necessitate a contract addendum or change order requiring a quote, scheduling, and/or a new contractual arrangement, and billing fee.
15. All travel and other expenses which are not included in the SOS estimates shall be charged to Client at cost. Travel time related to on-site visits at Client's location shall be billed at \$75.00 per .hour, point to point.

See below by service type

CONSULTING SERVICE TYPE ONLY

16. Any specifically developed deliverables produced by Full Sail Partners to Client shall be owned by Client; provided, however, the parties recognize that the performance of Full Sail Partners hereunder shall require the pre-existing skills and tools of Full Sail Partners. Therefore, Full Sail Partners' pre-existing tools, "know-how," ideas, techniques, concepts or other intellectual property that Full Sail Partners uses in providing the Services under this Agreement ("pre-existing work"), or tools, techniques, methods, concepts or other intellectual property developed by Full Sail Partners in the course of providing the Services under this Agreement ("developed tools"), shall not be considered "works made for hire" under this paragraph and shall be owned exclusively by Full Sail Partners. All tools, "know-how", ideas, techniques, concepts or other intellectual property should be considered pre-existing unless specifically noted otherwise

CUSTOMIZATION SERVICE TYPE ONLY

17. Any specifically developed customization solution produced by Full Sail Partners and delivered to Client under this Agreement shall be owned by Full Sail Partners. Client is granted non-exclusive rights to use the solution.
18. Client understands that for each Deliverable under this Agreement, Client shall have a 15 day "Acceptance Period" beginning on the Delivery Date of the completed product. During the Acceptance Period, Client staff shall be expected to test the Product and inform Full Sail Partners of any revisions or corrections required. Revisions or corrections that fall under the scope of this agreement will be performed without additional charges. Revisions or corrections that fall outside of the scope of effort outlined in this agreement shall be estimated and quoted separately under a Change Order. If the Client does not give notice of any needed revisions, the Product shall be deemed accepted by Client at the end of the Acceptance Period.

DATA MIGRATION SERVICE TYPE ONLY

19. Any programs written or other intellectual property created to complete the datamerge/conversion (Services) is the sole properties of Full Sail Partners.
20. Client understands that for each Deliverable under this Agreement, Client shall have a 15 day "Acceptance Period" beginning on the Delivery Date of the completed product. During the Acceptance Period, Client staff shall be expected to test the Product and inform Full Sail Partners of any revisions or corrections required. Revisions or corrections that fall under the scope of this agreement will be performed without additional charges. Revisions or corrections that fall outside of the scope of effort outlined in this agreement shall be estimated and quoted separately under a Change Order. If the Client does not give notice of any needed revisions, the Product shall be deemed accepted by Client at the end of the Acceptance Period.

SUBSCRIPTION SERVICE TYPE ONLY

21. Subscription Services are for the term noted in the Scope of Services
22. For any items marked subscription, I have read, understood and agree to the Full Sail Partners, Ltd. [Subscription Services](#).