## Terms & Conditions

This proposal is valid for 60 days from "Date Created". If the Client Order Form is executed and/or returned to Abacode, Inc. by the Client 60 days after Publish Date, Abacode Inc. may adjust these terms. Following activation, any adjustments to these terms must be confirmed by the Client. Prices provided as part of this proposal do not include any taxes that may apply. Any such taxes are the responsibility of the Client. Payment terms are Net 30. Abacode's invoicing method is via email.

Abacode, Inc. may reject the Proposal if: (1) changes have been made to this Proposal (other than completion of the signature block) or (2) the requested signature is incomplete or does not match our records or the rest of this Proposal. By signing this form, you represent that you have the authority to bind such entity and its affiliates to the terms and conditions on the Client Order Form.

Timing is estimated elapsed time for Abacode effort to complete the activities and deliverables described. Our professional fees associated with the effort would be dependent on the scope of the work to be performed, cooperation of Client and vendor resources, and the extent and quality of existing process documentation.

Abacode will not begin to provide the Services as described until Client has returned the signed statement of work.

Client will designate one or more employees to serve as a primary Point of Contact (PoC) for the Abacode project team. Client PoC will have authority to schedule customer resources for required meetings, interviews, and other needs deemed necessary to complete the project work within the specified project parameters.

Client will provide adequate access to information, applications, and systems necessary to the success of this project.

Abacode will not perform any additional work outside of the scope of work described in this proposal without the expressed permission of Client authorized personnel, including a signed statement of work change order.