

HARDWARE / SOFTWARE / SERVICES AGREEMENT

We the undersigned, do contract with CORNERSTONE CONSULTING, INC. to provide us with hardware, software and/or services and do agree to be governed by the terms and conditions of this agreement.

TERMS:

1. CORNERSTONE CONSULTING agrees to provide hardware, software and/or services based upon a written quote and our standard rate per hour plus expenses.
 - a. Expenses shall be considered to be those expenses incurred in order to provide said services. (i.e. long distance telephone charges, out-of-town travel, overnight accommodations, purchases of other equipment or software, etc.)
 - b. Actual expenses incurred shall be submitted on a bi-weekly basis and shall be considered DUE UPON RECEIPT.
2. Complete and comprehensive specifications for hardware, software and services are to be provided to CORNERSTONE CONSULTING by the undersigned.
 - a. CORNERSTONE CONSULTING shall not be responsible for any functions and/or features not specifically detailed by the undersigned.
 - b. The initial specifications are subject to evaluation and modification by both CORNERSTONE CONSULTING and the undersigned.
 - c. Once approved in writing, the specifications shall be considered complete and any further changes or additions shall be considered billable.
 - d. Any items not fully documented by thee undersigned shall be implemented in the best way possible by CORNERSTONE CONSULTING. Any changes or modifications to undocumented specifications shall be considered billable.
 - e. Written system documentation for software shall be the responsibility of the undersigned unless specifically addressed and quoted in the project specifications.
3. CORNERSTONE CONSULTING will be responsible only for the development and initial installation of hardware, software or services unless otherwise specified.
 - a. Any training/extended installation support required must be specifically indicated in the project specifications on this document and agreed upon by both parties.
 - b. Additional training/installation time required due to circumstances beyond the control of CORNERSTONE CONSULTING shall be considered billable at our standard rate.
 - c. CORNERSTONE CONSULTING will be available by appointment for any and all installation and/or training requirements at our standard rate per hour.
 - d. The undersigned shall be responsible for maintaining complete and current backups of *all* software and data on all systems, including both network file servers and workstations where applicable.
 - e. CORNERSTONE CONSULTING shall NOT be responsible for time, expenses or damages incurred by any hardware or software (purchased or developed) that is either deleted or overwritten during the installation process.
4. Any and all hardware and/or "Packaged" software costs included in this contract shall be due and payable at the time of sale.
 - a. CORNERSTONE CONSULTING shall NOT be responsible of time, expenses or damages incurred by any hardware or software (purchased or developed) that is either defective or does not perform as advertised by the manufacturer.
 - b. Any and all warranty claims shall be handled by the equipment or software manufacturer, or by a third-party service contract arrangement.
5. Testing may begin upon delivery of the hardware, software or services and will extend for a period not to exceed 15 days.
 - a. Any customized software or services that do not perform according to the approved specifications will be correct by CORNERSTONE CONSULTING.
 - b. If CORNERSTONE CONSULTING is unable to provide the hardware, software or services according to the approved specifications, this contract will be considered CANCELED and neither party will have any further obligations.
 - c. In the event that the hardware or software can not be corrected or caused to perform according to the approved specifications, neither CORNERSTONE CONSULTING or any of its representatives shall be held responsible for any time or expenses incurred by the undersigned in the development, implementation or installation of the given hardware or software.
6. Any software developed by CORNERSTONE CONSULTING for the listed application will be the joint property of the undersigned in accordance with any copyright and/or licensing agreement established by the pre-packaged software manufacturer (i.e. Microsoft, Novell, ACCPAC, Citrix, Symantec, etc.). Software shall be understood to include both source and compiled or object code where applicable.



- a. Due to the inclusion of proprietary routines and special programming techniques, the undersigned shall NOT make any source code available to any person outside the boundaries of the undersigned organization without the written consent of CORNERSTONE CONSULTING.
b. Due to the inclusion of proprietary routines and special programming techniques, CORNERSTONE CONSULTING shall be given the "First Right of Refusal" on future modifications or updates to the given source code where applicable.
c. CORNERSTONE CONSULTING shall receive, and keep on file, a current copy of the source code (if any), execution modules (if any) and documentation for the above listed software.
7. Any software developed by CORNERSTONE CONSULTING per this agreement shall be exclusively for the undersigned and all information regarding it shall be kept in strict confidence.
a. Neither party shall display, offer for sales, or in any way compromise the confidence of either the software developed or the ideas on which it was based.
b. Any additional use of the software by either party shall require an agreement signed by both CORNERSTONE CONSULTING and the undersigned as to the nature and conditions of such use.
8. Both CORNERSTONE CONSULTING and the undersigned do agree to take the appropriate action necessary to insure the terms of this agreement are enforced.

FEE POLICY:

- 1. Upon agreement that the hardware, software and/or services can be completed as stated, any and all funds paid shall be considered NON-REFUNDABLE.
2. Fifty percent (50%) of the estimated price for services requested is due upon commencement of the contract.
3. As noted in the terms above, any and all hardware and/or "Packaged" software costs included in the contract shall be due and payable at the time of sale.
4. As noted in the terms above, actual expenses incurred shall be submitted on a bi-weekly basis and shall be considered DUE UPON RECEIPT.
5. Upon completion of the project, the balance of the account (if any) is due based upon the ACTUAL number of hours involved and charged against our standard rate per hour.
a. All quoted prices are considered to be ESTIMATES ONLY and not a "Not To Exceed" amount or any project.
b. If the ACTUAL number of hours is expected to exceed the quoted price, CORNERSTONE CONSULTING will contact the undersigned and advise of the additional costs involved in completing the project.
c. CORNERSTONE CONSULTING will NOT, in any event, continue working on any project if it is exceeding the quoted price without firm approval to do so.
d. In the event that the ACTUAL hours involved in the project will exceed the quoted price, this contract may be canceled by either party..
(1) Where applicable, any and all source code developed up to such cancellation shall remain under the guidelines listed in the TERMS section of this agreement.
(2) The undersigned shall be responsible for all time and expenses incurred up to such cancellation.
(3) CORNERSTONE CONSULTING shall NOT be responsible for releasing any equipment or software in any form until such time as payment is received in full.
e. In the event that it should become necessary to employ an attorney to collect any unpaid balances or settle any disputes that might arise, CORNERSTONE CONSULTING will be entitled to recover all fees and costs involved in all primary and appellate matters.
6. Any outstanding invoices more than 10 days past due shall result in a suspension of further services until such time as payment is received.

SPECIAL CONSIDERATIONS:

- 1. _____
2. _____

AUTHORIZED SIGNATURES:

Table with 3 columns: CLIENT OR COMPANY NAME, TITLE, DATE. Row 1: CORNERSTONE CONSULTING, INC., [blank], DATE.