



AbeTech Professional Services Terms and Conditions

1. The quoted/proposed project (the "Project") will commence upon AbeTech's receipt of the purchase order and signed copy of project proposal and/or Statement of Work. Unless otherwise stated, receipt of a purchase order will bind client to these Terms and Conditions.
2. Unless there is written notice to the contrary, the system will be deemed to be finally accepted thirty (30) days after delivery of all hardware and software. Any such written notice of non-acceptance shall state the specific reasons for non-acceptance of the system.
3. Client agrees to pay all related expenses incurred by AbeTech in connection with the Project, including, but not limited to, airfare, rental cars, taxis, lodging, mileage and meals with prior approval of client.
4. If the scope of the Project changes significantly from that which is defined in the accepted proposal, AbeTech reserves the right to renegotiate pricing. In the event AbeTech and client cannot agree upon new pricing, the Project shall terminate and client shall pay AbeTech for services rendered and expenses incurred to the date of such termination, at AbeTech's prevailing rates for time and materials.
5. Any information or documentation acquired by AbeTech during the specification process regarding the undersigned client will be considered proprietary and will not be released by AbeTech without the express written consent of client (on company letterhead). Client shall indemnify, defend and hold harmless AbeTech from and against any and all claims, demands, damages, losses, liabilities, actions, causes of action, suits, costs and expenses, including, without limitation, attorneys' fees, expert witness fees, consultants' fees and other legal costs, incurred or suffered by AbeTech as a result of or in connection with any claim that any information or documentation supplied by client for this Project infringes the patent, trademark, copyright, tradename, designs, formulas, data or other intellectual property rights of any third party or parties. This indemnity shall survive completion or any other termination of the Project.
6. AbeTech reserves the right to reuse and re-license programs provided in this solution.
7. AbeTech warrants it will render its services hereunder in a good and workmanlike manner. As AbeTech's sole responsibility and client's exclusive remedy in the event of any material failure to meet such standard, AbeTech shall make a reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must be submitted in writing within (30) days after delivery of the relevant service. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ABETECH DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED WITH REGARD TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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8. AbeTech is responsible only for the services described in this Agreement. AbeTech shall have no responsibility for defects in hardware, media, software or services supplied by persons other than AbeTech or for modifications to any hardware, media or software which are made by persons other than AbeTech.
9. IF THE SYSTEM IS REASONABLY UNACCEPTABLE TO CLIENT, CLIENT'S SOLE REMEDY SHALL BE REPLACEMENT OR REPAIR OF THE SYSTEM BY ABETECH. IF THE SYSTEM CANNOT BE RENDERED ACCEPTABLE AFTER REASONABLE EFFORTS BY ABETECH TO REPLACE OR REPAIR THE SYSTEM, OR IF THE SYSTEM FAILS TO PERFORM ACCORDING TO SPECIFICATIONS, ABETECH'S AGGREGATE LIABILITY TO CLIENT SHALL NOT EXCEED THE AMOUNT PAID TO ABETECH FOR THE SYSTEM. IN NO EVENT WILL ABETECH BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF DATA OR USE, LOST PROFITS AND CLAIMS, ACTIONS OR DEMANDS AGAINST CLIENT BY ANY THIRD PARTY, EVEN IF ABETECH HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY BE INCURRED.
10. In the event of any breach by client of its obligations hereunder, including, without limitation, any failure or refusal to pay any amount due hereunder, AbeTech may, but shall not be required to, stop work on the Project until all such amounts, together with accrued interest thereon, are paid in full, and/or terminate the Project entirely. In either event, AbeTech shall be entitled to receive compensation for all services rendered to the date of termination at AbeTech's time and materials rates then in effect, and reimbursement of all expenses incurred.
11. Force Majeure: Any delay in or failure of performance by AbeTech shall not constitute a default hereunder nor give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of AbeTech, including, without limitation, acts of Nature or a public enemy, acts of war, public disorders, fires, floods, explosions, accidents, or failure of telecommunications equipment, or any causes whether or not of the kinds specifically named above, which are not within the control of AbeTech and which, by the exercise of reasonable diligence, AbeTech is unable to prevent.
12. The laws of the State of Minnesota shall govern the rights and duties of the parties hereunder.