

Project Terms and Conditions

These Project Terms and Conditions, together with an accepted Statement of Work, quote, or proposal referencing these Project Terms and Conditions, and the Parties' Master Agreement (collectively, the "Order") are the exclusive terms and conditions for the provision of the specified Discrete Project Services ("Project") by Secure Data Technologies, Inc. ("Secure Data") for the benefit of the Client ("Client"). Secure Data and Client are each a "Party" and together are the "Parties." Client may accept this Order by signing this document or by issuing a Purchase Order to Secure Data for this Order ("Acceptance").

If there is a conflict between the terms below, the Order Form, or the Master Agreement, the documents will control in the following order: The Master Agreement, the Order Form (which may from time to time contain alterations to these standard terms and conditions), then these Project Terms and Conditions.

Invoices: Secure Data will invoice Client for 50% of the Project total upon Order Acceptance and then invoice either (1) the remaining 50% upon Project completion if completed within two months of Order Acceptance, or (2) based on actual Project completion percentages greater than 50%, up to 90%, with the final 10% invoiced upon project completion.

Scheduling: Secure Data will assign a Project Manager who will coordinate the work schedule with Client. All work must be scheduled by the Secure Data Project Manager and will require at least two weeks' notice prior to working being performed.

Unless otherwise stated, all work will be performed during normal working hours. Normal working hours are 8:00am to 5:00pm local time, Monday through Friday, excluding Secure Data observed holidays.

Travel: Any travel expenses incurred to complete the Services included in this Statement of Work will be invoiced to Client at cost. Such travel expenses include airfare, lodging, car rental, mileage meals, and/or incidentals. Secure Data agrees to provide backup for travel expenses, such as receipts and expense reports, upon Client's request.

Term: This Statement of Work will be effective upon signature and will end once all work is completed and approved by Client. It is anticipated that the work will be completed no later than one year from the date of signature, unless otherwise stated in this Statement of Work.

In the event the work takes longer than anticipated, the Parties acknowledge that Secure Data is to continue working on this Project until both Parties acknowledge that the work is complete. If any work tasks cannot be completed or are abandoned, the Parties agree follow "Change control procedures" below no later than 18 months from the date of signature.

Change control procedures: Client may request changes or additions to the Services included in the Project. Client will notify the Secure Data Project Manager of such requested changes. Secure Data will comply, to the extent feasible, with such requested changes.

Should Secure Data determine that Client's requested changes cause an increase or decrease in the cost or time required to complete the Services, Secure Data will notify the Client of such. Secure Data will provide a Change Order with the additions or changes to Services to be provided, and the related change in Project pricing. The Change Order will become effective after it is signed by both Parties. All such Change Orders related to this Project are incorporated into the Project's Statement of Work by reference.

Out-of-scope services: Secure Data engineers will work diligently to complete tasks set in this Statement of Work. Additions or changes to this Project are subject to the "Change control procedures" above. If Client directs Secure Data engineers to work on other tasks that are not included in this Project, such work will be considered "Out-of-scope" and will be invoiced to client as Time and Expense Matters as defined in the Parties' Master Agreement.

General assumptions:

Pricing is Fixed Fee and is based on estimations made by Secure Data based on Client's representations. Should the level of effort significantly exceed estimated pricing, Secure Data and Client agree to follow the "Change control procedures" above.

Secure Data will perform Services (1) remotely, or (2) at Client's site, or (3) in any combination in pursuit of completing the Milestones and Deliverables included in this Statement of Work.

Client will provide Secure Data with adequate space, tools, applications, and access to provide the Services specified in this Statement of Work.

Client is responsible for space, power, inside wiring, end-user applications, and provisioning of circuits.

Client must provide and complete all responsibilities listed in the Client Roles and Responsibilities section in this Statement of Work. If such responsibilities are not completed prior to work being performed, work will be rescheduled in the future based on engineering availability.

Exclusions: The pricing for the Project does not include any hardware, software, or additional expenses. Pricing does not include any licensing that may be required to configure features or functionality.