



## WEBFORTIS CONSULTING SERVICES AGREEMENT (CSA)

This Consulting Services Agreement, effective as of Partner of Record (POR) designation, is by and between **Webfortis, LLC**, a California limited liability company, and the client who reads this agreement.

For and in consideration of the mutual agreements herein set forth, the parties agree as follows:

1. Services. During the term of this Agreement, Webfortis shall apply its skills and experience as applicable and necessary with regard to:
  - i. Development/Programming Services – Which may include any of the following: Microsoft CRM customization, web page/database development, programming, user interface development, application development, documentation, hardware setup, workflow, etc. (excluding Integration Services)
  - ii. Training Services – Which may include any of the following: Virtual, onsite or telephone based instruction, training and preparation of manuals and/or documentation specific for training purposes.
  - iii. Integration Services - Which may include any of the following: Development of middleware components expressly for the purpose of integrating one or more systems, any development, configuration and/or management of any third party integration software (including but not limited to Scribe Software, eOne, Nolan, etc.).
  - iv. Business Analysis – Defined as requirements and/or business process gathering and analysis. Additionally, the preparation of a 'Solutions Document' outlined in phases (if applicable), with recommended needs and options for implementation is included within this 'Business Analysis' definition.
  - v. CRM Online Services:
    1. Client agrees to record Webfortis as their Partner of Record (POR) for Microsoft Dynamics CRM Online services with Microsoft.
    2. *Basic* data migration consisting of csv export/import.
    3. *Full* data migration from disparate system to Microsoft Dynamics CRM Online.
2. Compensation. Client agrees to pay the price of the CRM Online Services Package which they have selected. Client also agrees to reimburse Webfortis for any expenses, approved by Client in advance. Webfortis will bill Client for the selected CRM Online Services Package upon Client's selection of said Package. Client shall pay invoices within 10 days.

3. Furthermore, for any services performed that are not included in their Package, client agrees to pay at the rate of one hundred and fifty dollars (\$150.00) per hour, per person, for any service associated with this engagement defined as **Development/Programming Services** (1.i above), one hundred and seventy five dollars (\$175.00) per hour, per person, for any services associated with this engagement defined as **Training Services** (1.ii above), one hundred and seventy five dollars (\$175.00) per hour, per person, for any services associated with this engagement defined as **Integration Services** (1.iii above) and two hundred dollars (\$200.00) per hour, per person, for any service associated with this engagement defined as **Business Analysis** (1.iii above). Webfortis will inform Client prior to the start of any work defined as Business Analysis prior to beginning. For services over and above your chosen CRM Online Services Package, Webfortis will bill the Client for professional services every 30 days. Client shall pay invoices within 10 days.
  - Additional requested services will be compensated at the aforementioned rate unless a new rate is agreed upon in writing, prior to the commencement of the additional work.
  - This rate also applies to subcontractors hired by Webfortis. Webfortis will not hire subcontractors without providing written or verbal notification and obtaining Client's written or verbal consent.
  - Webfortis may provide 'On Site' or remote consulting services at Client's request. If Client selects On Site consulting services, Webfortis will invoice for actual travel time at the aforementioned Development/ Programming Services rate as well as a minimum service charge of 2 hours.
4. Term. This Agreement shall be effective as of the of Partner of Record (POR) designation. This Agreement may be terminated by either party upon written notice to the other. Client is responsible for any unpaid consulting fees and expenses due at the time of a written amendment or termination. If work has not commenced and a refund of the CRM Online Services Package is requested, Webfortis may refund the customer the payment less an Administrative Fee of 15%. All refunds will be issued at the discretion of Webfortis.
5. Mutual Cooperation. Client agrees to provide Webfortis with current, complete and truthful information in a timely manner; and to fully cooperate with Webfortis in connection with its performance hereunder.
6. Confidentiality. Without the prior written consent of the other, neither Webfortis nor Client shall make any disclosure whatsoever of the terms of the Agreement, except that each may make such disclosure to their respective attorneys, accountants and current employees and business associates to the extent the same have a need to know. In addition, either party may make such disclosure as may be required by law, subpoena or other legal process, or government rule or regulation. Webfortis acknowledges and agrees that pursuant to this Agreement, it may have access to confidential information of Client, including without limitation, information and material concerning or pertaining to Client's business, methods, plans, and/or projects, that such information is confidential and proprietary to Client, and that Webfortis shall not use, copy, or disclose Client's confidential information in whole or in part in any manner or to any person, firm, or corporation unless and to the extent such use, copying, or disclosure is necessary to accomplish its services and had been authorized in advance in writing by Client. Webfortis will receive and hold the Client's confidential information in the strictest

confidence and acknowledges, represents and warrants that it will use reasonable efforts to protect the confidentiality of Client's information.

7. Relationship of the Parties. Webfortis' relationship with Client is strictly that of an independent contractor and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Nothing contained in this Agreement shall be construed to place the parties in a relationship of partners or joint ventures and neither party shall have the right to obligate or bind the other in any manner.
8. Ownership of Work Product. Upon full payment of the fees due to Webfortis, all work product which is developed by Webfortis under this Agreement and delivered to Client (collectively, the "Work Product") shall belong to Client, including all intellectual property rights therein. However, Client grants to Webfortis an irrevocable, perpetual, non-exclusive license to copy, modify, distribute and use the Work Product. This license shall be transferrable and sublicenseable by Webfortis. This license shall not reduce Webfortis' obligation to keep confidential all of Client's Confidential Information (defined in Section 6). Upon full payment of the fees due to Webfortis, Webfortis hereby grants Client a non-exclusive, perpetual license to execute and perform any Webfortis materials which are pre-existing the Effective Date or developed outside of this Agreement, but which Webfortis delivers to Client in connection with the Work Product.
9. No Guarantee of Result. Webfortis warrants that the services shall be performed in a professional manner consistent with the standard of care for professionals in the software development industry. However, Client acknowledges that no guarantee of any particular result has been made. Except as provided in this Section, THE SERVICES ARE PROVIDED "AS IS," AND WEBFORTIS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT. WEBFORTIS DOES NOT WARRANT THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.
10. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL WEBFORTIS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHER PECUNIARY LOSS) WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) ARISING OUT OF OR RELATED TO THE SERVICES, EVEN IF WEBFORTIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES WEBFORTIS' AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE ACCESS FEES PAID FOR THE SUBJECT SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE WEBFORTIS FIRST RECEIVED THE NOTICE OF THE CLAIM.
11. Indemnification. Client agrees to defend, indemnify, and hold harmless Webfortis from and against any and all liabilities, claims, demands, damages, or costs (including attorney fees), made by or owed to third parties, other than subcontractors of Webfortis, arising from or related to Client's use of or inability to use the Work Product.
12. Disputes. If any party resorts to an action to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses in addition to any other relief to which that party is entitled. The venue for any action brought relating to this Agreement shall be the Superior Court of

California for the County of Sacramento or the United States District Court for the Central District of California.

13. Governing Law. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California.
14. Integration and Amendment. This Agreement constitutes the entire understanding and agreement between the parties hereto. This Agreement supersedes any and all prior discussions, negotiations and agreements, if any, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may be amended or terminated only if such amendment is set forth in writing and signed on behalf of Client and Webfortis.
15. Use of Marks. Customer grants Webfortis a worldwide, royalty-free, non-exclusive, sub-licensable license to reproduce, distribute, publicly display and digitally perform its trademarks, trade names, service marks or other indicia of origin, to further the objectives of this Agreement and Webfortis' general corporate promotional efforts.
16. Severability. The invalidity or illegality in whole or in part of any provision hereof shall not affect any other provision. Any such invalid or illegal provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.
17. Survival and Counterparts. The provisions of Sections 8, 10, 11 and 15 shall survive the expiration or termination of this Agreement for any reason. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto, through their representatives thereunto duly authorized, have entered into this Agreement as of the Partner of Record (POR) designation date.