

**STANDARD SERVICE AS A PRODUCT
TERMS AND CONDITIONS**

1. **Agreement.** Each Agreement is made up of the Flier of interest, the associated Order Form signed by the Company and accepted by eCameron, and these Terms and Conditions. The parties agree that the Scope of Work is defined by the Flier referenced on the Order Form submitted by the Company and that it is an accurate explanation of the Services, the schedule and/or milestones eCameron is contemplated to support, and the Deliverables to be provided.
2. **Pricing and Payment.** Pricing is as set forth in the Flier or as otherwise agreed between the parties in writing in the Order Form. Invoices shall be paid within fifteen (15) days after receipt. Amounts not paid when due are subject to finance charges of 1.5% per month or the highest rate permitted by law, whichever is less, compounded daily from the due date until paid. Amounts not paid when due shall also incur a one-time late fee of 20% of the unpaid balance. Payment of finance charges and late fees does not excuse or cure late payment. Payments received are first applied to finance charges and late fees. Company agrees to reimburse eCameron for all reasonable costs eCameron may incur for collection of any past-due amounts. Company agrees to reimburse all reasonable out-of-pocket expenses incurred in connection with the Services, particularly where attendance at meetings is requested.
3. **Reimbursement of Expenses:** Company will reimburse eCameron for all pre-approved costs and expenses (primarily travel) associated with eCameron's retention. eCameron will in good faith make every attempt to minimize expenses and submit all reimbursement requests within 30 days of incurring the expense or receiving the receipt, whichever occurs earlier, accompanied by copies of receipts for all items costing \$25 or more. Client shall promptly pay all expense reports on net terms defined in this agreement.
4. **Company Assistance.** Company will endeavor to provide all materials relevant to the Scope of Work and Services and, where appropriate, access (including by phone, email and in person) to involved individuals. Further, if eCameron is to attend meetings, Company understands that without sufficient advance notification eCameron personnel may not be able to attend or the travel costs will be higher the later the meeting time is announced.
5. **Disclaimers.** Advice provided is solely based on information supplied by Company and eCameron will have no responsibility or liability for advice based on incomplete or incorrect information provided by Company. eCameron offers business advice only and Company shall not rely on eCameron advice as an alternative to legal advice from an attorney or other professional legal services provider. Company is strongly encouraged to consult its attorney on questions about the legal considerations or ramifications involving any project or contract. Company should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because it has engaged the Services of eCameron or has received advice or information from eCameron. Nothing contained in the Agreement or provided as Services or Deliverables shall be deemed a guarantee that a Project will not suffer or fail. Customer is solely responsible for determining what course of action to take or whether to follow or ignore advice or information provided by eCameron.
6. **Company shall own the Deliverables identified in the Flier including Assessment Reports and all related intellectual property rights (collectively "Work Product") upon full and complete payment as set forth in the Order**

Form. Any templates provided by eCameron remain the property of eCameron and shall not be re-used, sold or distributed. Company shall not re-use, sell or distribute eCameron templates provided as part of the Deliverables and shall not attempt to reverse engineer any process or method disclosed by eCameron or use any such process or method on any other project or for the benefit of any third party.

7. **Acceptance.** All Services and Deliverables are deemed accepted by the Company absent objection five (5) business days after tender of the Confirmation of Delivery and Acceptance form to Company and Company shall promptly pay any associated invoices. Regardless of any outstanding requests for changes or notices of lack of conformance to the Scope of Work, if the Company uses any Deliverable in the course of its business, the Deliverable is considered fully accepted and complete.

8. **Warranty.** eCameron warrants that the Services will be performed consistent with industry standards and the Scope of Work. eCameron warrants that any Deliverable will conform to its description in the associated Flier. For a period of ten (10) business days following Acceptance, eCameron will use reasonable efforts to correct at its offices any defects in the Deliverables and to re-perform defective Services upon notification by Company. If eCameron is unable to correct the defects in the Deliverables or re-perform the Services or determines it is commercially unreasonable to do so, eCameron will refund the part of payment the defective Deliverables or Services represent, provided that Company ceases to use the defective Deliverables. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF ECAMERON. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Limitation of Liability.** IN NO EVENT WILL COMPANY BE ENTITLED TO INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, OR BUSINESS INTERRUPTION BASED ON ANY BREACH OR DEFAULT OF ECAMERON. IN NO EVENT SHALL ECAMERON'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR DELIVERABLES HEREUNDER WHETHER IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE FEE PAID ECAMERON UNDER THE ORDER FORM WITH RESPECT TO WHICH THE CLAIM AROSE.

10. **Confidentiality.** Both parties may acquire certain information that is confidential, proprietary or trade secret information of the other party or a third party ("Confidential Information") in the performance of the Scope of Work. All information related to Company's Project will be considered Confidential Information of Company. All Assessment Reports and other Deliverables will be considered confidential information of eCameron. Other Confidential Information of either party shall be clearly identified in writing as Confidential at the time of disclosure or promptly thereafter. The party receiving Confidential Information will: (a) use such information solely for performance under this Agreement; (b) not disclose such information to any third party (other than accountants and attorneys having a need to know); and (c) otherwise protect such information from any unauthorized use or disclosure. The receiving party shall see that its employees, agents and affiliates having access to Confidential Information are bound by confidentiality obligations consistent with this provision.

11. **Termination for Convenience.** Either party may terminate this Agreement and the Services at any time for convenience upon ten (10) business days written notice. In such an instance, pricing will be adjusted to back out any discounts or other pricing concessions extended based upon the length of the project. Company will pay eCameron for Services performed up to the date of termination based on eCameron's determination of percent completion of the prescribed work, and upon such payment, eCameron will provide Company with the Deliverables in whatever form they exist at that time.

12. **Arbitration.** Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc.. The non-prevailing party will bear the attorney's fees and costs for both parties related to the mediation or the arbitration. The award of the arbitrator will be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. In no event will the arbitrator award pre-award interest not otherwise agreed between the parties, punitive damages, or an award in excess of the amount of direct compensatory damages actually incurred by the claiming party as are consistent with any damages limitations in this Agreement. Notwithstanding this section, either party may seek equitable relief from any court having jurisdiction to the extent necessary to prevent irreparable harm.

13. **Independent Contractor.** eCameron confirms its status as an independent Contractor. eCameron agrees to provide Company with any information required by Company for tax purposes, such as a tax identification number for federal, state, or local tax authority forms. In addition, eCameron acknowledges that Company may require background checks as a condition precedent to, or during the course of this Agreement.

14. MISCELLANEOUS.

- A. This Agreement is the entire agreement between the parties with respect to the matters herein contained and supersedes all prior dealings between eCameron and Company. All changes to this Agreement, including the Fliers, Order Forms, and change orders, must be agreed in a writing signed by authorized representatives of both parties.
- B. The provisions of this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall survive and continue in effect.
- C. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, subsidiaries, and permitted assigns. However, this Agreement is not assignable by either party without the express written permission of the other party.
- D. All notices required hereunder shall be sent to the respective party executing this Agreement at the address first appearing herein.
- E. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without reference to its choice of laws principles.