



Terms and conditions

We value our relationship with our clients. In order to provide clear understanding and expectations, this document outlines our policies surrounding service delivery and payment.

How time is billed

- One-way drive time is billable.
- Phone support is billed in fifteen-minute increments. If you call QPC and ask technical questions, it may be considered billable phone support.
- **Phone support may be only provided if the client has a retainer (credit balance).**
- The smallest billable increment for an on-site visit is one hour; after that, time is billed in 15-minute increments.
- Email-based support is billable at the discretion of QPC.
- **QPC may choose to not provide email-based support if client does not have a retainer (credit balance).** This is to prevent abuse of email-based support.
- Every 15 minutes QPC is onsite is billable.

Equipment and software

- Quality Plus Consulting ("QPC") will always do its best to find you the best prices on software and hardware from a variety of vendors.
- Special orders require pre-payment.
- Custom ordered items are NOT returnable.
- Some items may have a delayed ship date. Client acknowledges that QPC has no control over the ship date on custom ordered items.

Payments

- PAYMENT IS DUE UPON DELIVERY OF GOODS OR SERVICES.
- If you are mailing payment, QPC expects to receive it **no later than 15 days from the date of the invoice.** If your billing system does not allow for payment within this period, then a retainer is required.
- Clients who pay on time will get preferential treatment.
Clients who do not pay on time may be refused services.
- As you expect prompt service, we expect prompt payment.
- Invoices or balances overdue by 30 days will be assessed a \$5 maintenance fee or 1% interest per month, whichever is greater.
- Balances overdue by 60 days will be sent to a collection agency.
- QPC sends invoices and sales receipts via email and highly recommends that you keep these receipts for tax purposes and as proof of purchase for software and hardware.
If you foresee any problems with receiving invoices via email, please let us know BEFORE signing this contract.
- If a payment via check is returned for any reason, collection services will be utilized to electronically debit the client's checking account for the amount due plus a service fee.

Sales tax

- Computer consulting is a taxable service according to State of Wisconsin and Illinois law. Applicable sales tax will be collected in accordance with the law.
Specifically, any work on tangible personal property is taxable.
- Training and verbal consulting/advice services are generally not taxable, but may be in some cases depending upon the topic. Design and document creation services are not taxable.

Benefits of being a client

- You get reasonable access to QPC via email and phone. QPC recommends that your email inquiries include screen shots of the item in question. Ask questions about your computer system BEFORE problems occur. It is better to be proactive regarding your computer systems rather than wait until after software or hardware problems become an issue.
- You have free access to numerous resources on the QPC website. Use them to your benefit.

Legal notice

After QPC returns your computer to your control, QPC is not liable for subsequent Internet- or user-inflicted damage to the software or hardware, e.g. introduction of malicious software due to careless security practices or tampering with security settings, damage due to new Internet-disseminated viruses or malware before a fix is available. If an unexpected problem occurs after QPC services your computer, QPC will strive to correct the problem at the lowest possible cost. Any issues with service must be stated in writing to QPC within 7 days of service delivery. No statement is agreement of satisfaction with the services and agreement to pay for such services. Client agrees to pay for court and attorney-related costs associated with collection of overdue balances.

Dispute resolution: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by an agreed form of alternative dispute resolution (ADR), including mediation, arbitration or other form of ADR. If the parties cannot agree on a form of ADR, dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Judgment upon the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof. Disputes will only be discussed with the business owner or their authorized attorney.

Backups: Clients are responsible for their own system and data backups. While QPC may assist the client in implementing a system for backups and disaster recovery, client accepts responsibility to activate, manage, and verify data backups or any other associated components of the disaster recovery system.

Policy updates: This policy is updated from time to time. Please check this policy periodically to inform yourself of any changes. Although we reserve the right to modify or supplement this policy, we will provide notice to you on the qualityplusconsulting.com website of any major material changes and those changes are effective upon posting unless otherwise noted.

Software & scripts: Any software or scripts that QPC writes for client use are owned by QPC unless explicitly purchased through software agreement and licensed. QPC work product is confidential intellectual property and may only be disclosed to third parties with written consent from QPC upper management.

Termination of service: In the event the client/provider relationship is severed by either party, QPC is indemnified for any negative changes to client systems after QPC is no longer sole service provider for those systems. QPC cannot be held responsible for stability or performance of systems not under its exclusive control. Notice of relationship termination shall be given in writing to the other party and system access turnover will be completed when all amounts due QPC for work already performed are paid.

I have read, understand, and agree to the terms set forth in this policy.

Client name (print)

Client signature

Date