

CLIENT AGREEMENT



Effective May 16th, 2011, until replaced.

THIS DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT AND PAYMENT OF SERVICE AND IS SUBJECT TO DISCLAIMER OF WARRANTIES (SECTION 7). IF YOU DO NOT ACCEPT THESE TERMS, BUSINESS WILL NOT BE CONDUCTED AND SERVICE WILL NOT BE PROVIDED. IF YOU INSTEAD DECIDE TO RECEIVE SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING.

CONTACTING DCOM PRODUCTIONS

You may contact DCOM Productions 24 hours a day, any day of the year, by sending an email to danderson@dcomproductions.com, or by writing to:

DCOM Productions
David Anderson
679 S. McCoy Dr.
Pueblo West, CO 81007-1720

You may also call DCOM Productions at 1-(719)-369-7558 and request to speak to David Anderson.

Thank you for choosing DCOM Productions. DCOM Productions provides software development and information technology services (referred collectively as "Service") to residents of the United States. DCOM Productions does not provide Service to addresses outside of the United States.

CLIENT AGREEMENT

1. SERVICE AGREEMENT AND TERM

These are the terms on which DCOM Productions will provide you service.

To keep costs down for you, DCOM Productions provides consultation services, accurate requirements, and accurate estimates at reduced or no cost. In exchange, DCOM Productions asks that you remain a client until the full completion of the Service. **You agree to remain a client until the full completion of the Service as outlined in the Project Architecture & Design Requirements Document.**

THIS AGREEMENT TO MAINTAIN SERVICE IS SEPARATE AND DIFFERENT FROM ANY OTHER YOU MAY HAVE MADE WITH DCOM PRODUCTIONS AND IS FULLY ENFORCEABLE UNDER THESE TERMS.

(a) **Project Architecture & Design Requirements Document.** Also referred collectively as "Project A&D Document", is provided to you with your initial consultation. This document outlines the details of your Service as well as the cost for that Service. You may request to make amendments to the Project A&D Document, only by contacting DCOM Productions, which may result in a fee as described in Section 2(b). By requesting to make an amendment to the Project A&D Document, your cost for your Service may change as well. If an amendment is requested by you, and approved by DCOM Productions, it must bear both your signature and the signature of a DCOM Productions representative, as well as the date that the amendment is to take into effect. Without these, the amendment is null and void.

(b) **Software.** You may be provided with digital goods such as source code, files, images, documents, or other similar items of stature, referred collectively as "Software". These items are copyrighted material and are subject to disclaimer of warranties (see Section 7).

2. PAYMENT

In return for receiving Service from DCOM Productions, you promise to pay as follows:

(a) **Payment Options.** You will pay, in accordance with any of the available payment options in the list below, at DCOM Production's rates in effect at the time for all Service requested by you, until the Service is complete, or cancelled. DCOM Productions may, in its own discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict DCOM Production's ability to collect all amounts owed. DCOM Productions may cancel your Service if you do not pay your statements on time, after any applicable grace period.

(1) **Initial Deposit.** You agree to pay 50% of the total amount due in the Project Architecture & Design Requirements Document within 15 days, after signing this agreement, and prior to receiving any Service. If you do not pay 50% of the total amount due within 15 days, DCOM Productions may cancel your Service, and you may be subject to a cancellation fee as described in Section 2(b). After Service is complete, you will be sent a final statement. You agree to pay the remaining 50% of the total amount due within 30 days of receipt of your final statement. If you do not pay the full 50% of the amount due that remains within 30 days, you will be subject to a Late Fee as described in Section 2(b). If, after 45 days, you have not paid the remaining 50% of the amount due, DCOM Productions may cancel your Service, and you may be subject to a cancellation fee as described in Section 2(b), in addition to your outstanding balance. Once

you have paid 100% of the total amount due in the Project Architecture & Design Requirements Document, your completed Service will be delivered.

(2) **Biweekly Statement.** *This payment option applies only to projects that, in total cost, equal or exceed \$1000 and a minimum timeframe of 30 days.* You will be sent a biweekly statement, which is to be paid, in full, within 14 days of the statement date. If you do not pay your statement, in its entirety, within 14 days, you may be subject to a Late Fee as described in Section 2(b). If, after 28 days, you have not paid the entire amount due, DCOM Productions may cancel your Service, and you may be subject to a cancellation fee as described in Section 2(b), in addition to your outstanding balance. If during the duration of your Service you have paid the entire amount due as outlined in your Project Architecture & Design Requirements document, but Service is not yet complete, you will no longer owe any amount towards your Service, unless you make specific changes to the Project Architecture & Design Requirements Document, that specifically change the cost of the Service. Once you have paid 100% of the total amount due in the Project Architecture & Design Requirements Document, your completed Service will be delivered.

(b) **Administrative Fees.** To control the basic charges which apply to all customers, DCOM Productions may charge fees that rise in specific circumstances only to those customers responsible for them. The list below is not exclusive, and DCOM Productions reserves the right to modify these fees or charge additional fees. **In each case, DCOM Productions will charge you the lesser of the fee listed or the maximum amount permitted under applicable law:**

(1) **Up to \$5.00 Late Fee:** If DCOM Productions does not receive your payment by the due date on your bill, DCOM Productions may charge you an administrative fee of (i) \$5.00; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expense DCOM Productions incurs due to late payment and may be subject to limitations set forth by the law in your state.

(2) **Deposits:** DCOM Productions may require that you provide a deposit prior to or after you have requested Service, which may be applied against any unpaid amount at any time. Deposits will appear on your bills as credits, from which DCOM Productions will deduct your charges. Deposits will not earn interest.

(3) **Up to 30% Early Cancellation Fee:** If you do not remain a client for the full term, DCOM Productions will charge you an early cancellation fee. The maximum fee is 30% of the total cost of your Service. If your Service is \$500, your cancellation fee is \$150. DCOM Productions reserves the right to change this fee when a change is made to the Project Architecture & Design Requirements Document.

(4) **Up to \$10 Project A&D Requirements Document Change Fee:** DCOM Productions may charge you an administrative fee of \$10 for reasonable expenses DCOM Productions incurs due to the amendment request made by you. This fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expense DCOM Productions incurs due to the work required to change the Project A&D Requirements Document.

(d) **Billing Statements.** You will receive a billing statement in correspondence to the payment option you selected for Service, as outlined in Section 2(a).

(e) **Questions about Your Statement.** If you think your statement is incorrect, or if you need more information about it, contact DCOM Productions immediately. DCOM Productions will try to resolve any complaints you have as promptly as possible.

You must contact DCOM Productions within 60 days of receiving the statement in question. Undisputed portions of a statement must be paid by the due date to avoid a late fee and possible reduction or cancellation of Service.

(g) **Collection Costs.** To the extent permitted by law, you will pay DCOM Productions any costs and fees DCOM Productions reasonably incur to collect amounts you owe.

3. CUSTOMER INFORMATION

(a) **Representations.** You represent that you are at least 18 years of age and a resident of the United States.

(b) **Contact Information.** You agree to provide true, accurate, and current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate, and complete.

4. CHANGES IN CONTRACT TERMS

DCOM Productions reserves the unrestricted right to change the terms and conditions on which Service is offered. If such changes are made, you will be sent a copy of the new Client Agreement containing its effective date. You always have the right to cancel your Service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms and conditions. See Section 5 below. If you elect not to cancel your Service after receiving a new Client Agreement, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify DCOM Productions that you do not accept such terms and conditions, then DCOM Productions may cancel your Service as provided in Section 5, as DCOM Productions cannot offer Service on which you do not agree to the terms and conditions.

5. CANCELLATION

(a) **Term.** The term of this Agreement is indefinite and Service will continue until completed as outlined in the Project Architecture & Design Requirements Document, or until cancelled herein. Unless you notify DCOM Productions that you wish to cancel it, this Agreement will continue until the Service is completed.

(b) **Your Cancellation.** You may cancel your Service by notifying DCOM Productions. You may be charged a cancellation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day DCOM Productions receives it. You will still be responsible for payment of all outstanding balances accrued through that effective date. Furthermore, future charges will be cancelled for Service. For example, if you have Service that is \$500, and you have received \$200 of Service, your final bill will be \$350 which consists of \$200 for Service, and your \$150 cancellation fee.

(c) **DCOM Production's Cancellation.** DCOM Productions may cancel your Service at any time if you fail to pay amounts owed to DCOM Productions when due, subject to any grace periods, breach any other material provision of this Agreement, or act abusively toward DCOM Productions staff. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the cancellation fee described in Section 2. In addition, DCOM Productions may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4.

(d) **Credit Balances.** When your Service is cancelled, DCOM Productions will review your statements and refund any excess monetary payments.

6. DCOM PRODUCTIONS SERVICE AND SOFTWARE LICENSE

(a) **Ownership of Software and Reservation Rights.** The Software outlined in your Project Architecture & Design Requirements Document is sold to you and you have exclusive use rights to copy, modify, distribute or otherwise the Software obtained by you, from DCOM Productions. Software not specified or outlined in the Project Architecture & Design Requirements document does not apply to these terms.

(b) **Disclaimer.** THE SOFTWARE IS TO THE EXTENT PERMITTED BY LAW SUPPLIED "AS IS". NEITHER DCOM PRODUCTIONS NOR ANY OF ITS LICENSORS EXPRESSLY MAKES OR PASSES ON TO YOU ANY WARRANTY OR REPRESENTATION ON BEHALF OF DCOM PRODUCTIONS OR ITS LICENSORS WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(c) **Limitation of Liability.** IN NO EVENT WILL DCOM PRODUCTIONS OR ITS LICENSORS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGE (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF DCOM PRODUCTIONS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

7. LIMITS ON DCOM PRODUCTION'S RESPONSIBILITY

(a) **Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. DCOM Productions is not responsible for any interruptions of Service that occur due to acts of God, power failure, or any other cause beyond reasonable control. DCOM Productions does not provide any type of compensation for an interruption of Service, in any way.

(b) **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, DCOM PRODUCTIONS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE, WHICH IS PROVIDED TO YOU AS IS. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED. YOU ARE RESPONSIBLE FOR THE LOSS OF OR ANY DAMAGE TO THE SOFTWARE.

(c) **Limitations of Liability.** DCOM PRODUCTIONS IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE SOFTWARE OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, DCOM PRODUCTION'S TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING SERVICE FROM DCOM PRODUCTIONS WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO DCOM PRODUCTIONS FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN DCOM PRODUCTION'S PRICES. You may have greater rights than described above under your state's laws. You should consult them.

(d) **Warranty Services.** You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that DCOM Productions might provide separately, including, without limitation, any fee based or other warranty programs.

8. MISCELLANEOUS

(a) **Notice.** Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or delivered when a voice message is left at the telephone number you provided last. Your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) **Applicable Law.** The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws.

(d) **Other.** This Agreement and any other service commitment agreement that you entered into in connection with obtaining Service constitute your entire agreement with DCOM Productions. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

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By signing below, you fully acknowledge that you have read, in full, this agreement and any documents specified herein, and agree to all of the terms and additions for Service.

Printed name: _____ Signature: _____ Date: _____