

## STANDARD TERMS AND CONDITIONS

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The following Terms and Conditions will govern the work provided by Improving, Ohio, Inc. (formerly known as ProSource IT Consulting, Inc.) and the Improving Client (Client) that services are being proposed to.

1. Improving will bill for its work on a semi-monthly basis unless otherwise set forth in a Master Services Agreement (MSA) or task order signed by Improving. Payment is due within thirty (30) days from invoice date.
2. Should any invoice remain unpaid for more than thirty (30) days, interest shall be paid at a rate of 1.5% per month or any portion of the month past due.
3. In connection with the services, each party will have access to confidential information made available by the other; each shall protect such confidential information in the same manner as it protects its own confidential information of like kind, but in no event less than in a commercially reasonable manner.
4. Upon final payment, you shall have, solely for your internal business purposes, a perpetual, nontransferable, paid-up right and license to use, copy and prepare derivative works of the deliverable items developed as a result of this engagement, whether jointly or individually. The grant of any license or right of copyright to Improving CLIENT for software developed, code generation or any other work performed is conditioned on receipt of full payment and issue of "paid in full" release by Improving to CLIENT. All other rights in the deliverable items and related intellectual property rights remain in and/or are assigned to Improving. The parties will cooperate with each other and execute such other documents as may be appropriate to achieve the objectives of this section. Subject to our obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed in the project. In any event, Improving shall continue to be free to perform similar services for our other clients using our general knowledge, skills and experience.
5. Improving warrants only that our services will be performed in a professional and workmanlike manner in accordance with applicable professional standards, and Improving will re-perform any work not in compliance with this warranty brought to our attention within thirty days after the work is performed. However, Improving does not warrant, nor will it be responsible for, the performance of any third party products. Your sole and exclusive rights and remedies with respect to any third party product, including rights and remedies in the event a third party product gives rise to an infringement claim, will be against the third party vendor and not against us. Improving does agree, however, to assign to you any assignable warranties we may receive from any such third party vendor. In the event Improving is asked to re-perform any work and it is determined that Improving has already met our obligations under this paragraph, you agree to pay us on a time and materials basis at our standard rates for time spent on such additional work.

[ PHONE: 866-549-0279  
[ WEB: [WWW.IMPROVING.COM](http://WWW.IMPROVING.COM)  
[ ADDRESS: 6000 FREEDOM SQ., SUITE 110  
INDEPENDENCE, OH 44131



THE PRECEDING IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY WORK PRODUCT AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

6. To allow Improving to be able to manage our participation in the project and/or services most effectively, Improving reserves the right to determine the personnel to perform the work although Improving will attempt to honor your requests for specific individuals. For the duration of this agreement and for a period of one year after the services are completed, you and your affiliates agree not to employ or solicit the employment of any Improving personnel who performed services under this arrangement contract. If you violate this section, you agree to pay Improving an amount equal to the annual compensation for the employee for a one-year period immediately preceding the hiring or solicitation of any such Improving personnel.
7. Improving's maximum liability relating to services rendered to you (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to Improving for the portion of its services or work products giving rise to liability. Improving shall not be liable for special, incidental, consequential or punitive damages (including lost profits or savings) even if aware of their possible existence. Improving will indemnify you against any damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property incurred while we are performing our services and to the extent caused by the negligence or omissions of our personnel or agents in performing the services under this arrangement. You will indemnify Improving against any damage or expense that may result from any third party claim relating to our services or any use by you of any work product, and you will reimburse us for all expenses (including counsel fees) as incurred by us in connection with any such claim, except to the extent such claim (i) is finally determined to have resulted from our gross negligence or willful misconduct or (ii) is covered by any of the preceding indemnities. To receive any of the foregoing indemnities, the party seeking indemnification must notify the other promptly that a suit has been brought, must provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. Neither party will be required to indemnify the other under any settlement made without its consent. This section 7 shall survive termination of this contract.
8. Either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this agreement, provided the breaching party shall not have cured such breach within the thirty (30) day period. In the event of such termination, you shall pay us for all services rendered and expenses incurred by us prior to the date of termination.
9. Neither of us shall be liable for any delays or failures to perform due to causes beyond our control.
10. The contract or purchase order referencing these terms and sets forth the complete agreement between the parties and supersedes all previous discussions and communications relating to the subject matter of this arrangement.

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11. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. You agree to submit to the jurisdiction of the state and federal courts of Summit County, Ohio, for the purposes of resolving any dispute or claim arising in connection with this transaction.
12. All dates or schedules which may be specified for delivery of the services covered hereby are stated only approximately and are estimates. Improving shall not incur any liability, either direct or indirect, nor shall any order be cancelled, because of or as a result of any delays in meeting such dates or schedules. There are no understandings between the parties hereto as to the subject matter of this contract other than as set forth herein. All previous communications between the parties hereto concerning the subject matter of this contract, whether verbal or written, including, but not limited to your order, are hereby abrogated and withdrawn, and this contract constitutes the whole of the agreement between the parties hereto. Any additional terms and conditions of a Purchase Order or Change Order shall not apply hereto unless agreed to by the parties in writing.  
Delivery of a Purchase Order by you pursuant to his proposal shall be deemed to be an acceptance by you of the Terms and Conditions of this proposal and the terms and conditions herein. Any different terms or conditions in your Purchase Order, regardless of whether such terms and conditions are material or not, shall not be binding unless expressly accepted in writing by Improving and Improving specifically objects to the inclusion of any different or additional terms and conditions by you in confirming or accepting this proposal. If you do include different or additional terms and conditions in your purchase order, acceptance confirmation or other written form sent in response to this proposal, neither Improving's delivery of all or part of the services, nor any other action except a written writing from Improving, shall constitute acceptance of such additional or different terms, but instead the terms and conditions of this proposal shall govern.
13. In the event you seek to make payment on an invoice from Improving in an amount less than the full amount of the invoice and you intend such payments to be in full satisfaction of the invoice, you must send such payment to Accounting – Office of Disputed Claims, Improving, 5445 Legacy Drive, Suite 100, Plano, TX 75024.

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