

Terms + Conditions: Development Agreement

This Agreement is made effective between ITX Corp., a corporation duly organized and existing under the laws of the State of New York having its principal office and place of business at 1169 Pittsford-Victor Road, Suite 100, Pittsford, New York 14534 (hereinafter referred to as "ITX"), and CLIENT as noted in the associated proposal, work authorization or other agreement (the "Client").

Whereas, ITX is in the business of providing professional services in the general area of Information Technology; and whereas CLIENT desires to utilize the professional services provided by ITX (hereinafter called "the SERVICE"), ITX and CLIENT agree as follows:

1. **Authorized Work– CLIENT may authorize ITX to perform services by signing a Work Authorization form or verbally by opening a Work Order by calling ITX.** Any and all Work Authorizations and Work Orders authorized by client (the "Authorized Work"), whether verbally or in writing, shall incorporate by reference the terms of this Agreement.
2. **Conflict of Terms– In the event of a conflict between a term contained in this Agreement and a term contained in a Work Authorization, the terms of this Agreement shall take precedence.**
3. **Copyrights– ITX shall, if so noted in the Work Authorization or Work Order, transfer to CLIENT intellectual property rights to the work created in the performance of the Authorized Work.** ITX agrees to give CLIENT, or any person designated by CLIENT, all assistance reasonably required to protect these intellectual property rights. If so noted Statement of Work, CLIENT agrees and understands that to reduce development time, ITX may incorporate code or text previously written and owned by ITX into works created for the CLIENT, and that title to this code or text remains completely with ITX. In such cases, CLIENT will be granted a non-transferable, worldwide, perpetual use license to such code. CLIENT understands that under no circumstances does it acquire any rights to any processes, practices, or methods developed or employed by ITX.
4. **Confidential Information– All ITX employees have executed an agreement guaranteeing the confidentiality of information obtained in the performance of work for ITX clients.** ITX shall hold all information regarding CLIENT's past, present and future research development and business activities in trust and confidence for CLIENT except as may be authorized by CLIENT in writing. If CLIENT requests, ITX will deliver to



CLIENT a non-disclosure agreement executed by each employee assigned to CLIENT's work.

5. **Solicitation of Employment– Both ITX and CLIENT agree not to hire or solicit** the employment of the other's employees throughout the duration of this Agreement, and for a period of not less than two years – after its termination.
6. **Client Requirements– CLIENT agrees to provide working space, access to its** staff and any other information, documentation, materials or resources that may be necessary in connection with the performance of authorized work. CLIENT will provide a single contact for the coordination of activities between ITX employees and the employees of CLIENT. Any activities or costs incurred by ITX in resolving requirements that are not met will be billable as additional work, including costs of delay or provision of missing items.
7. **Location of Work– ITX employees assigned to the projects of client may** perform their duties at any satisfactory location that does not affect the quality of the work output. When necessary, work will be performed at the location designated by CLIENT, and CLIENT shall be responsible for providing access to any required facilities or workspaces.
8. **Invoicing– ITX will render invoices to CLIENT for the services furnished and for** any expenses incurred in the performance of the Authorized Work. ITX will provide the documentation on which the invoices are created upon request of CLIENT. Invoices will be rendered either weekly or monthly as identified above as "Billing Cycle", and/or whenever a Statement of Work, Work Authorization or Work Order is complete.
9. **Pricing–** All pricing is exclusive of applicable taxes. ITX may revise the pricing contained in this Statement of Work with 30 days' written notice to CLIENT. The amount to be billed for the Authorized Work shall be defined in each Work Authorization, and if not defined, shall be ITX's customary charge for resources of similar type. Assignments that require any travel are subject to a one-hour minimum plus a travel charge to cover mileage and travel time. CLIENT will not be billed for any administrative time.
10. **Travel and Other Expenses –** CLIENT shall reimburse ITX for all expenses incurred in direct connection with the performance of authorized work, including but not limited to telecommunications charges, travel expenses and travel time in excess of normal daily commuting. All expenses will be billed at actual cost without any surcharge or additional fees.



11. **Payment**– CLIENT agrees to pay all invoices rendered by ITX within the terms provided for on such invoices. In the event that CLIENT fails to pay any amount due, CLIENT agrees to pay an additional sum for reasonable attorney's fees and any other costs incurred in the collection of amounts due.
12. **Term**– This Agreement shall remain in full force and effect until such time as either party terminates same in the manner provided for herein.
13. **Termination**– Either party may terminate this Agreement, with or without cause, by providing 30 days' written notice to the other party. Upon termination, ITX shall return all property in its possession belonging to CLIENT, and CLIENT agrees to immediately pay all remaining amounts due for work performed under this Agreement.
14. **Warranties**– UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.
15. **Limitation of Liability**– ITX shall not be liable for any excess costs arising from causes beyond the control and without fault or negligence of ITX. In no event shall ITX be liable for incidental or consequential damages in connection with or arising out of furnishing, performance or use of any service provided under this Agreement. ITX will perform all services in a professional and workmanlike manner according to the standards that we have set through our processes and other procedures. ITX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES AS TO THE DESIGN, PERFORMANCE, OR FUNCTIONALITY OF ANY OF THE PRODUCTS DELIVERED UNDER THIS AGREEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In any event, ITX's liability under this Agreement shall be strictly limited to the fees paid by CLIENT to ITX for the work described herein.
16. **Force Majeur**– Neither party will be responsible for any failure to comply with or for any delay in the performance of these terms and conditions where such failure or delay is caused by events outside its reasonable control.
17. **Notice**– Notices shall be delivered to CLIENT by US Mail at the billing address listed above. Notices shall be delivered to ITX by US Mail at 1169 Pittsford-Victor Rd. Suite 100, Pittsford, NY 14534.



18. **Completeness**– This Agreement represents the complete agreement between ITX and CLIENT, and shall supersede all verbal communications, and any previous writing.
19. **Modifications**– ITX may modify the terms of this Agreement by providing written notice to CLIENT. CLIENT shall have thirty days to object to such a change, and will have the option to cancel this Agreement if ITX and CLIENT cannot agree on the term being modified. All other modifications must be done in writing and signed by both ITX and CLIENT.
20. **Severability**– If and to the extent that any provision of this Agreement or portion thereof shall be determined by any legislature or court to be in whole or in part invalid or unenforceable, such provision or term shall be unenforceable only to the extent of such invalidity without invalidating the remaining provisions hereof and all other provisions of this Agreement shall remain in full force and effect, and the rights and obligations of the parties shall be construed and enforced accordingly. In addition, it is the intent of the parties hereto that any provision of the Agreement which is determined to be invalid or unenforceable due to the duration, scope, breadth, or otherwise, shall be interpreted in a reduced form which is not invalid or unenforceable with the intent that the restrictions imposed by this Agreement shall be construed and enforced in such a manner as to give them the broadest enforceable scope and effect.
21. **Waiver**– Under no circumstances will the failure of either party to enforce its rights under this Agreement constitute a waiver of those rights.
22. **Governing Law**– This Agreement shall be construed under the laws of the State of New York.
23. **Venue**– Any judicial actions taken to enforce or interpret this Agreement shall be brought in the state or federal courts located in the State of New York, and both ITX and CLIENT will submit to such court's jurisdiction.

