

All quotations and sales by InterWorks, Inc., and its Affiliates (“InterWorks”) to you (“you” or “your”) are subject to these terms and conditions (“Terms”). InterWorks must agree to any addition or change to these terms and conditions in a signed writing; any terms included in your purchase order or similar document shall not apply to or modify these Terms.

1. SERVICES

Services will be billed either on a fixed-price basis (“Fixed Price Services”) or at an hourly rate (“Hourly Services”), as specified on the applicable quote. InterWorks does not guarantee a specific deliverable or result for any Services. Quotations of Hourly Services are estimates only; if additional hours are needed, InterWorks will provide as much notice as reasonably possible and work with you to determine an acceptable schedule. InterWorks will not bill for more than the estimated hours without your consent. You agree to pay for all reasonable and necessary expenses billed in accordance with InterWorks’ then-current [Travel and Expense Policy](#).

2. BILLING

Time and expenses will be billed monthly, in arrears. If you choose to pre-pay for any Services, you must schedule the Services to be completed within one year of the pre-payment, or any pre-paid fees will be deemed earned by InterWorks and will not be refunded to you. Except as otherwise set forth on the front of an InterWorks quote or invoice, terms of payment are net 30 days from invoice date, and prices do not include any sales, use, value added taxes or other similar charges, payment of which will be solely your responsibility. Failure to timely pay invoices may result in a suspension of Services. If you provide a resale certificate that is not accepted or invalid for any reason by any governmental or regulatory authority, and InterWorks is required to pay tax on your purchase, you will reimburse InterWorks for the amount of such tax, and InterWorks’ reasonable expenses incurred in connection with the payment and collection of such tax.

3. SCHEDULING

The Services will be scheduled by mutual agreement of the parties upon receipt by InterWorks of an executed quote, along with any necessary billing authorizations (e.g., a purchase order) as required by your accounts payable policies. InterWorks reserves the right to impose a reasonable rescheduling fee of up to \$2,500 on engagements that are rescheduled or cancelled within five business days of the scheduled start date. You agree to pay such fees in addition to the fees and expenses due for Services rendered hereunder.

4. CONFIDENTIAL INFORMATION

Each party will hold Confidential Information in strict confidence, only use it in relation to the Services, and not disclose it to others. Each party will take all action reasonably necessary to protect the Confidential Information including at least any efforts each party uses to protect its own most sensitive information. Each party will only disclose Confidential Information to its personnel as needed in relation to the Services, and such personnel will be bound by written restrictions at least as protective of the Confidential Information as this Agreement. “Confidential Information” means any information regarding a party that such party considers confidential and regularly protects from public disclosure and has been identified as confidential or would be understood as confidential by a reasonable person under the circumstances. Confidential Information will not include information that was previously known to the receiving party, becomes public through no fault of the receiving party, or that the disclosing party regularly gives to third parties without any confidentiality restriction.

5. INTELLECTUAL PROPERTY

“Service-Related IP” means all proprietary intellectual property, designs, processes, techniques, concepts or other work we create for you in connection with performing the Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection worldwide. All of the Service-Related IP will be your sole and exclusive property and will be considered works made for hire. “InterWorks IP” means any intellectual property, designs, processes, techniques, concepts or other work we have developed prior to or independently of the Services. All InterWorks IP will remain the sole and exclusive property of InterWorks. Additionally, we will be free to use our general skills, know-how, and expertise, whether pre-existing or gained under this Agreement, in engagements with other clients as long as we acquire and apply such information without disclosure of any of your Confidential Information. If any InterWorks IP is incorporated into the Services, InterWorks hereby grants you a perpetual, irrevocable, world-wide, non-exclusive license to use, reproduce, display and otherwise fully exploit the InterWorks IP incorporated into the Services or necessary to use the Services for the purposes for which you intend.

6. WARRANTIES

InterWorks represents and warrants to you that (a) we are under no contractual or other restriction or obligation that will prevent us from performing the Services; (b) we will perform the Services in a professional and workmanlike

manner, in accordance with customary standards for our industry; (c) the Services will not infringe upon or otherwise violate any third party's intellectual property rights. You represent and warrant to InterWorks that you (x) have all requisite power and authority to execute, deliver and perform your obligations hereunder; (y) have the financial resources and stability to pay for the Services; (z) will provide timely cooperation, willingness, responsiveness and access to necessary personnel and systems as required for InterWorks to provide the Services. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND InterWorks HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER NON-DIRECT DAMAGES OR LOST PROFITS IN CONNECTION WITH THIS AGREEMENT, EVEN IF INFORMED IN ADVANCE OF THEIR POSSIBILITY. ANY PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE TO INTERWORKS FOR THE SERVICES.

8. INDEPENDENT CONTRACTOR

InterWorks is an independent contractor and is not an agent or employee of, and has no authority to bind, you by contract or otherwise. We will determine, in our sole discretion, the manner and means by which the Services are accomplished.

9. GENERAL

This Agreement will be governed by the laws of the State of Oklahoma. Either party's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. Either party may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. The exercise by a party of any of its remedies under these Terms will be without prejudice to its other remedies under the Terms or available at law or in equity.