

TERMS AND CONDITIONS

- A.** The project/product submitter will hereby be referred to as the Client. FlashPoint Development, Inc. is hereby referred to as the Consultant.
- B.** The Client is the sole owner of any ideas submitted. The Consultant waives all intellectual property rights and or claims.
- C.** All Consultant employees, subcontractors and/or vendors are subject to the Client Confidentiality Agreement (see below).
- D.** Consultant cannot be held liable for confidentiality breaches beyond their control (e.g. Act of God, theft, etc.).
- E.** If a project continues beyond the specified package deliverables at the request of the Client, a new contract will be executed between the Consultant and the Client.
- F.** Extraordinary project-related expenses (including transportation outside a 50-mile radius, etc.) are not included in the packages quoted.
- G.** Prices do not include sales, use, excise, or similar taxes.
- H.** Performance dates given to the Client are to the best of our knowledge and judgment based on conditions existing at the time of submission of this project submission. We shall use our best efforts to deliver or perform within the time estimated. Performance is contingent upon delays and causes unavoidable or beyond our control. It is also contingent on prompt responses from Client to the extent it is required.
- I.** Our maximum liability to the Client hereunder, if any, is limited to a refund of the contract price and under no circumstances, shall we be liable for consequential damages of any kind. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its principles or conflicts of law. The courts located in Massachusetts shall have exclusive jurisdiction of all matters arising under this Agreement, and each party hereto hereby consents to the jurisdiction of such courts.
- J.** We shall not, without prior authorization, disclose the connection between the Client and the specific work done hereunder; but we shall, unless otherwise specifically provided, be authorized to include the Client name in a list of our Clients and the general area of work in a list of technical competencies, without further identification.