

## STANDARD TERMS AND CONDITIONS

1. Any Statement of Work (SOW) lists costs for a specifically defined set of tasks and project scope. If the scope or complexity of the work changes, or Client requests additional work not defined in a SOW, the costs may change. Anitian and Client agree to negotiate in good faith any changes in cost due to changes in the project work, scope and/or timeline.
2. Client will cooperate with the work defined in a SOW and provide Anitian the necessary documentation, access, timeline and information required to successfully complete the work.
3. Client will collaborate with Anitian on scheduling work in a timely manner. If Client does not schedule SOW services within the specified term (default of one year from the date signed), all unbilled costs or services become due immediately upon invoicing, regardless of level of completion.
4. Client may cancel Services and/or Deliverables listed in a SOW with 45 days' advance written notice to Anitian. On or before the 45<sup>th</sup> day following receipt of notice of cancellation, Anitian will invoice Client for all unbilled costs or services. Upon payment in full, Anitian will return all relevant project materials and any completed work to date. Cancellation of Services and/or Deliverables in a SOW does not cancel Client's financial commitment to Anitian.
5. Client initiated cancellations or rescheduling of scheduled work may incur a Change Fee per the following schedule:

If change request is initiated	Change Fee
More than 30 days notice	\$0.00
15-30 days notice	\$500 per consultant per day
6-14 days notice	\$1000 per consultant per day
Less than 5 days notice	\$2500 per consultant per day

6. Advances must be paid in full before any work in the Project Plan will be executed.
7. Advance payments are non-refundable.
8. Services and Deliverables of a SOW expire 1 year from the date signed.
9. All deliverables include one round of appropriate edits or clarifications to the content if requested within 30 days of report delivery. Subsequent editing requests, or requests made after 30 days from delivery, will be billed at \$295.00 per hour.
10. If Client cancels any part of a SOW, Client will pay for full cost of all services as if no discounts were applied.
11. Any hardware deployed at Client site(s) must be returned within 15 calendar days of completion of services related to the deployment. Failure to return hardware will incur late and/or replacement charges. Late charges will be computed at the rate of 5% per day of the replacement cost of the hardware.
12. Any travel not defined in a SOW will be billed at the rate of \$250.00 per hour of travel plus \$250.00 per day for each person travelling. Travel expenses are billed monthly.
13. Any service Anitian performs outside the terms of a SOW will be billed at the rate of \$295.00 per hour.