Perryman
& Associates

STANDARD SERVICES & PRODUCT TERMS AND CONDITIONS OF SALE 2026

(1) DEFINITIONS: "Perryman & Associates, Inc." is a Florida corporation. "PRODUCTS" shall be defined to include all items of equipment, computer hardware and/or components, packaged software, and any other material item resold to CLIENT by Perryman & Associates, Inc... "SERVICES" are defined to include all charges for labor such as consulting, training, installation, programming, equipment repair, or any other item for which professional time is expended.

(2) PRICE: Prices shall be as set forth either in the form of a
QUOTATION, PRICE LIST, or SCHEDULE OF FEES. Prices are subject to change without notice. All prices are F.O.B. the offices of Perryman & Associates, Inc. Mileage, travel time, transportation, hotel and other out of pocket expenses for all visits to the CLIENT'S site will be added to each invoice. Travel time must be prepaid. There shall also be added to the price all taxes, including state and local excise and sales taxes. *All clients who reside outside of North America will be billed the actual cost of telephone charges incurred from professional service and support activities.*

Perryman & Associates, Inc. is confident that quoted times for performing SERVICES will be ample, however, all service time is strictly an approximate estimate, and CLIENT will be billed for the actual time required to perform the task.

Hourly Rate Premiums
Client requested 'after business hours': additional $50/hr
Client requested Saturday work: additional $75/hr
Client requested Sunday and/or Holiday work: additional $100/hr

Perryman business hours are Monday through Friday, 8am – 5pm ET. Holidays are listed on Perryman & Associates website at www.perryman-sw.com/hours.

(3) PAYMENTS & PURCHASE TERMS shall be made in accordance with the following:
PRODUCTS & MAINTENANCE SUPPORT: 100% upon acceptance of the Product Quotation. All sales of software, product and support are final and non-refundable once payment is received by Perryman & Associates Inc.
CUSTOM PROGRAMMING: 85% upon acceptance of Quotation, balance is due upon delivery.
FLAT FEE SERVICES: 100% upon acceptance of the Product Quotation.
NON-FLAT FEE SERVICES: Invoices shall be submitted weekly and are due upon receipt.
Should CLIENT fail to pay promptly in accordance with these terms,
CLIENT shall pay service charges for late payment at a rate not to exceed 2.0% per month, in addition to any fees for collection including attorney's fees in the event of legal action.

(4) CANCELLATIONS: Cancellation of remote work requires 24 hours' notice. If cancellation occurs less than 24 hours from the scheduled start time, a $250 cancellation fee will be charged. Cancellation of onsite work requires 48 hours' notice and will result in a charge for all travel and other out of pocket expenses incurred as of the date of cancellation. If cancellation of onsite work occurs less than 48 hours from the scheduled start time, all travel and other out of pocket expenses will be charged as well as an $800 cancellation fee.

(5) INSTALLATION SITE: Perryman & Associates, Inc. will install PRODUCTS at the address agreed. SERVICES shall be performed either at our offices or at the address agreed. Delivery times are approximate, and time shall not be considered to be of the essence of the agreement.

(6) TITLE TO PRODUCTS: Title to each PRODUCT shall remain in Perryman & Associates, Inc. until the full purchase price is paid. Failure of CLIENT to pay any portion of the purchase price when due shall give Perryman & Associates, Inc. the right, without liability, to repossess the PRODUCT, with or without notice, and to avail itself of any legal remedy.

(7) RISK OF LOSS: During the period the PRODUCTS are in the possession of Perryman & Associates, Inc. and until placed into the control of the CLIENT, Perryman & Associates, Inc. and its insurers, if any, relieve CLIENT of responsibility for all risks of loss or damage. The risk of loss or damage shall transfer to the CLIENT when the PRODUCTS are delivered to the CLIENT location.

(8) LIMITED WARRANTIES: Regarding SERVICES, Perryman & Associates, Inc., as a professional service organization will make every effort to diligently perform the requested SERVICES but does not in any way warrant the SERVICE or the results and does not warrant the SERVICES or results of third-party consultant services.

In regard to PRODUCTS, the full conditions of the original manufacturer's or publisher's warranty and license agreements shall apply. Perryman & Associates, Inc., as a reseller of the PRODUCT, does not in any way warrant, license or sub-license, or guarantee the PRODUCT. The CLIENT will be responsible for:

- Assuring the proper location, use, management and supervision of the products, equipment, and programs
- Audit controls, operating methods, and office procedures for establishing the necessary controls over access
- Establishing all proper checkpoints and procedures necessary for the intended use of the product, and for the security of the stored data.

CLIENT agrees that Perryman & Associates, Inc. will not be liable for any damages caused by CLIENT failure to fulfill these responsibilities. This warranty is void if service is performed on the PRODUCT by unauthorized individuals, or if attempts are made to modify data or use the system in a manner not set out in the instruction manual or in contravention of the terms of this Agreement.

Client maintains sole responsibility for the timely performance of Client and its vendors and any resulting impact on the work of Perryman & Associates, Inc.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER WARRANTY OBLIGATIONS ON THE PART OF PERRYMAN & ASSOCIATES, INC.

(9) CLAIMS AND / OR DAMAGES: In no event shall Perryman & Associates, Inc.be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace the defective component. Excluded damages include, but are not limited to, cost of outside computer time, labor cost, loss of profits, loss of sales, loss of data, business interruption, or other economic loss. Regardless of the nature of the claim, Perryman & Associates Inc.'s liability shall be limited to the amount paid by Client to Perryman & Associates, Inc. in the twelve (12) months preceding the claim.

(10) TRADEMARK: Perryman & Associates, Inc. is the owner of certain valuable trademark rights. Except for application of these marks to the product manual and programs done by Perryman & Associates, Inc., the use of these marks, logos

and designs by CLIENT in its advertising, or in any other manner, is specifically prohibited without the prior written consent of Perryman & Associates, Inc.

(11) REMEDIES: In addition to the rights and remedies granted to the parties hereto under applicable state and federal statutes, Perryman & Associates, Inc. shall have the right to seek damages and equitable relief to enforce the terms of this Agreement, or to prevent the breach hereof, which remedies may include mandatory injunctions for the return of licensed materials after termination of the license. Perryman & Associates, Inc. shall be entitled to payment of all attorneys' fees and costs incurred by it as a result of breach or threat of breach of any provision of this Agreement by CLIENT.

(12) CONFIDENTIALITY: During the course of performing services, the parties may have access to information that is confidential to one another ("Confidential Information"), including without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, and development methods. Confidential Information also includes business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists and financial results. Confidential Information also includes information received from others, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (1) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (2) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (3) is received by the receiving party from a third party without any restriction on confidentiality, (4) is independently developed by the receiving party or its affiliates, (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (6) is approved for release by prior written authorization of the disclosing party.

The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any authorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement.

(13) REGARDING PERRYMAN & ASSOCIATES, INC. EMPLOYEES: Whereas Perryman & Associates, Inc. regards its employees as valuable assets of the organization, it is expected that client will in no way solicit for hire or for consulting services outside of Perryman & Associates, Inc. contracts without written authorization from the President of Perryman & Associates, Inc. for a period of at least one year following termination of said employee from Perryman & Associates, Inc. If authorization is given to client to hire any Perryman & Associates, Inc. employee, it is expected that compensation equivalent to one year of employee compensation will be given to Perryman & Associates, Inc. for such privilege.

(14) GOVERNING LAW: Governing Law; Jurisdiction; Venue. The parties agree that this Agreement is being entered into in and shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. The parties agree that in any action or proceeding arising out of the parties= relationship, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Volusia or the federal court with subject matter jurisdiction and encompassing the County of Volusia, Florida. Either party may, as a matter of convenience, request the other to execute the Agreement some place other than the State of Florida. In exchange for such convenience, each party hereby knowingly and voluntary waives any defense it may have to jurisdiction and venue of any action brought on this Agreement, and irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. Each party acknowledges that such waiver is a condition precedent to this Agreement should this Agreement be executed outside of Florida. Process in any action or proceeding referred to in this subsection may be served on any party anywhere in the world and may be served by delivery of service of process by certified mail, return receipt requested, and the party receiving such service waives any and all objections to delivery of service of process in this manner, and shall indemnify the other party for any damages arising from any claims to the contrary.

Force Majeure. Neither party shall be deemed in breach of this Agreement to the extent that performance of its obligations or attempts to sure any breach as delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the party's reasonable control.

Constructions. The parties agree that the language used is in this Agreement shall be construed, in all cases, in accordance with its fair meaning, and not for or against either party hereto. The parties acknowledge that each party has reviewed this agreement and that normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of the Agreement.

Counterparts; Headings; Facsimile Signature. This agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof. This Agreement may be executed by facsimile signature.

Agreed and accepted on this date: ________________________________

Signature: ____

Name: ____

Company/Title: ____

Perryman & Associates, Inc.

Signature____

Pamela Perryman CPA, CEO