

**Standard Schedule of Fees and Conditions**  
**Effective January 1, 2019**

Roger Prata Technology Advisors, herein referred to as the "Consultant", proposes to provide certain goods and professional services for the addressee in the attached proposal, herein referred to the "Client". Client's signed acceptance of the proposal constitutes an Agreement between Consultant and Client, meaning that goods and services will be provided at a charge as specified in this schedule of fees, and under the terms and conditions set forth herein. The rates presented below apply to services through January 1, 2020, and are subject to periodic review and adjustment.

**1. Basis of Charges** – *Billable from Providence, Rhode Island in half-hour increments with a one-hour minimum.*

- Senior Technical Consultant \$100 Per Hour
- Technical Service Engineer or Cable Specialist \$125 Per Hour
- Software Programmer As Agreed Upon in Accepted Proposal

*Emergency Visits:* If service is provided to Client without a scheduled appointment, a \$30. Per visit fee will apply. This fee is not applicable when a service contract issued by the Consultant applies, or is noted otherwise in the accepted proposal.

**2. Billings & Payments**

Invoices for goods and services shall be submitted and due upon receipt, unless other terms have been negotiated and approved in writing by Consultant. A finance charge will be assessed at a rate of one and one-half percent (1 ½%) per month on any outstanding balances not paid upon receipt. It is understood that if the Client fails to pay an invoice due to Consultant within thirty days after the date thereof, Consultant may, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, terminate its performance of services hereunder. In the event that Consultant places any outstanding invoices in the hands of an agency or an attorney for collection, the Client shall pay the costs and expenses of collection and of reasonable attorney's fees and court costs, if any. There is a thirty dollar (\$30) fee for all returned checks.

**3. Term**

A Proposal is valid for thirty days from the date of issuance. The proposal will become an Agreement upon Client's acceptance, written or implied. The term of this Agreement will extend from the Client's acceptance date of the proposal to the completion date of the "Scope of Services" as defined in the accepted proposal. Consultant shall have the right to terminate this Agreement, without cause, upon thirty-days (30) prior written notice to the Client.

**4. Right of Entry**

The Client hereby grants Consultant, or warrants that permission has been duly granted for, a Right of Entry, from time to time, by the Consultant and its staff, and subcontractors, to enter physically and/or electronically upon the project location for the purpose of performing various acts pursuant to the "Scope of Services" section of the accepted proposal.

**5. Performance**

Consultant shall make reasonable efforts to complete its work in an orderly manner subject to all reasonable delays from product availability, strikes, lockouts, acts of God, and conditions beyond its control. The Client agrees not to penalize Consultant for any such delays.

**6. Warranty & Return Information**

Warranties for goods provided to the Client by the Consultant are subject to the terms and conditions of the respective manufacturer of those goods. Unless the agreed to proposal states otherwise, Client acknowledges Consultant has no obligation to provide them with substitute equipment while a warranty repair is being fulfilled. Coordination of warranty repairs between the Client and the respective manufacturer can be completed by the Consultant for an additional fee. Returns on goods provided by Consultant will be honored within seven days of delivery of said goods. Consultant will issue a credit memo for the invoiced cost of the returned goods, less a fifteen percent (15%) restocking fee. Software, products resulting from custom programming, special orders, and shipping/handling charges are not refundable.

**7. Limitation of Remedies**

Consultant will exercise a reasonable degree of care during the performance of these services. The Client agrees that there is a risk associated with various tasks outlined in the "Scope of Services" section of the agreed upon proposal. The Client accepts such risks, and Consultant will not be liable for any effect or damage arising out of the completion of these various tasks except those that are caused by Consultant's negligent acts. Consultant's entire liability, and Client's exclusive remedy. For damages from any act, omission, negligence, or any other cause of Consultant or Consultant's employee, representative, agent, or contractor, shall be limited to amounts actually paid by Client for services performed as defined in the agreed upon proposal.

**8. Agreement**

The Client's engagement to Consultant to perform services hereunder shall represent Client's acceptance of the terms and conditions contained in this Standard Schedule of Fees and Conditions, which constitutes the entire understanding between the Consultant and the Client, and supersedes any previous communication, representation, or agreements by either party whether verbal or written. The terms and conditions contained in this Schedule of Fees and Conditions take precedence over any terms and conditions that may be contained in any purchase order, or other document issued by the Client. Unless otherwise agreed to in writing, the Client's engagement of Consultant is strictly upon only these terms and conditions. Any change in any of the terms and conditions in this Schedule of Fees and Conditions must be in writing and signed by an authorized representative of each party. If any provisions contained in this Schedule of Fees and Conditions are invalid under any applicable statute or rule of law, such provisions shall be deemed servable to the extent, and the remainder of the terms and conditions shall remain in force and effect.