

KING COUNTY GIS CENTER CLIENT SERVICES STANDARD TERMS AND CONDITIONS

Scope of Services to be Performed. King County GIS Center (KCGIS Center) shall perform those services which are specified and described on the Project Request and Tracking Form, on the reverse side of this form. The Project Request and Tracking Form will also indicate the estimated cost and proposed schedule for performing the specified services. Work will commence only after both the service specification and the cost estimate have been agreed to and approved by the client. If it becomes necessary or desirable to perform additional work, KCGIS Center and Client shall negotiate and agree in advance to the scope, schedule, and cost of this additional work, and the Project Request and Tracking Form shall be modified by written amendment to include such additional work.

Compensation and Method of Payment. KCGIS Center services are provided on a time and material basis, with costs estimated on the Project Request and Tracking Form. KCGIS Center reserves the right to renegotiate the not-to-exceed hours limit if Client changes the project requirements, or if the original labor estimate is incorrect. Labor is billed according to the published price for actual hours worked. Costs for printing and plotting services are billed according to KCGIS Center published prices. Other costs, including, but not limited to, travel, special software, custom data, etc., will be invoiced at actual cost. KCGIS Center shall submit invoices for work performed to Client for payment on a monthly basis, and Client shall pay KCGIS Center the invoiced amount within thirty (30) calendar days of the invoice date. Balances past due 30 days incur 1% monthly interest. Payment shall be made to the address identified on the KCGIS Center invoice.

KCGIS Center reserves the right to change the published labor and printing prices at the beginning of each calendar year, or at other times if costs change significantly, provided that advance notice is given to Client.

Taxes. Costs for staff time and material are quoted exclusive of any state sales tax or other local taxes. Any taxes due will be added to the invoice for payment by Client.

Cancellation. If a project is cancelled by Client before completion, Client will be liable for payment for (1) The completed deliverables provided prior to the effective date of the cancellation; and (2) KCGIS Center's costs for terminating activities related to the provision of the work, including the cost of partially completed work, that KCGIS Center cannot reasonably avoid. Cancellation of a project by Client shall release KCGIS Center from any obligation to provide further work subsequent to the cancellation.

Guarantee/Warranty. Client understands, acknowledges, and agrees that, to the maximum extent permitted by law, KCGIS Center will provide all products and services "as-is", without any guarantee or warranty of any kind, either express or implied. KCGIS Center does not guarantee or warranty that (1) The deliverable items furnished for this project will meet Client's needs or expectations in all respects; or (2) Any system design or plan it provides will perform to Client's expectations or requirements in all respects, or will work without interruption, or that all system nonconformities, defects, or errors can or will be corrected. KCGIS Center specifically disclaims all warranties, express or implied. Client further acknowledges and agrees that (1) Client is not relying on any KCGIS Center statements, promises, or information; (2) To the extent that the deliverable items are to be used by Client for making judgments, the deliverable items are intended for use solely by professionals trained in making those judgments; and (3) KCGIS Center is not responsible or liable for any consequences or damages which may result from Client's use of deliverable items to make any such judgments.

Ownership and Rights of Use. Any copyrightable or patentable new material that results from services rendered by KCGIS Center to Client shall be the sole property of Client, provided that KCGIS Center shall have and retain a perpetual, non-exclusive, royalty-free right to use any and all such new material at and in KCGIS Center's sole discretion. KCGIS Center may include Client name and work samples in future informational material, unless requested otherwise by Client.