QUOTE SOFTWARE

CUSTOM PROGRAMMING & CONSULTING AGREEMENT

This is a legal agreement between you, the End User, and Quote Software. Receipt of the Down Payment for Custom Programming or Consulting constitutes acceptance of this agreement. The license agreement between the parties continues to govern all relations between Quote Software, Inc. and the Customer.

1. Services Included with Custom Programming or Consulting

- Custom Programming is defined as contracting a programmer to make specific programming changes to Quote Software programs, or creating additional programming, and / or making the changes on a specific timeframe.
- Consulting is defined as contracting a trainer or technical support person to perform specific tasks such as database changes, building specifications or assemblies, or training.

2. Limitations And Exclusions We must make certain limitations on the services received with Custom Programming.

- Quote Software, Inc. shall make a best effort to produce Custom Programming or Consulting that fulfills all aspects requested by the customer. However, some aspects may not be possible to complete to the customer's total satisfaction within a reasonable amount of time and expense. Quote Software does not and cannot guarantee resolution of every requirement not specifically delineated within the proposal. Quote Software will make the sole determination whether an issue can be solved within reasonable time and expense.
- We will make a limited, good-faith effort to assist with third-party software and hardware that may interact with QuoteExpress Custom Programming or Consulting such as (but not limited to) Windows, Excel, security products, and the like. Our intention is to assist you in having your product work in an acceptable fashion; however, the amount of time spent working with third-party programs is limited and entirely up to the discretion of Quote Software, Inc. Quote Software accepts no liability for any errors or damages occurring due to our attempts to assist with third-party software or hardware.
- Custom Programming or Consulting does not include on-site visits, training, or installation, unless SPECIFICALLY stated in the quote. Please contact your salesperson or the business office to discuss these items which generally include additional expenses.
- **Custom Programming or Consulting is NOT included as part of your Technical Support Renewal.** Any new features requests submitted by customers will be given appropriate consideration, but that is no guarantee that the requested features will be implemented. Requested features that are implemented may be made available to all customers. Custom Programming services can be purchased via separate contract by contacting the Sales or Business Office.
- We have no obligation under this agreement to support the following: Non-current versions of the product, software problems created by customer negligence, software problems resulting from hardware malfunction, and software used on operating systems other than Windows XP or Vista. However, we may choose to assist with these issues at our sole discretion. Quote Software accepts no liability for errors or damages that occur resulting from Custom Programming or Consulting.

3. Ownership All Custom Programming and any specific code, concepts, processes, or developments arising from the Custom Programming or Consulting process remain entirely the property of Quote Software, Inc. No transfer of ownership is implied; the purchaser is purchasing the programming service, NOT the code, concepts, or program.

4. Term & Termination The Custom Programming or Consulting Agreement will become effective the date that Quote Software, Inc. receives Down Payment for Custom Programming or Consulting. All benefits flowing to licensee under this Agreement are dependent on licensee's status as a licensee in good standing.

5. Limitation of Liability and Indemnification Quote Software, Inc. is not liable for damages including, but not limited to, general, special or consequential damages occurring out of or in connection with custom programming, consulting services, training, maintenance services or application advice provided to aid in the implementation of Licensed Software. Licensee is exclusively responsible for the supervision, management, and control of its use of the Licensed Software.

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7. Notices Any notices required to be given or which shall be given under this agreement shall be in writing delivered by first-class mail. Notices shall be addressed to the parties as follows:

Business Manager, Quote Software, Inc., 72 W. Broadway Ave, Suite 201, Eugene, Oregon 97401

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9. Assignment This agreement shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. This agreement shall not be assigned by either party without the written consent of the other party thereto.

10. Jurisdiction This agreement shall be interpreted, enforced and construed according to the laws of the State of Oregon.

11. Entire Agreement This agreement and the Software EULA contains the entire agreement between the parties with respect to the subject matter hereof, and it shall not be modified or amended except by an instrument in writing signed by both parties hereto.

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