CONSULT2.CLOUD
CREATE • CONNECT

info@consult2.cloud 6938 Elm Valley Dr. Suite 206 – Kalamazoo, MI 49009 269.357.6554

# Consult2.Cloud – Unified Terms and Conditions

*These terms apply to all services and products provided by **Digicore Technologies, Inc. dba Consult2.Cloud** ("Consult2.Cloud") under any **proposal, quote, statement of work, invoice, order, or other written or electronic agreement** (collectively, a "Proposal").*

**Acceptance by Payment:** Payment of any invoice issued by Consult2.Cloud constitutes acceptance of the version of these Unified Terms and Conditions provided with, or linked from, that invoice. A separate signature is not required for acceptance by payment.

1. **Scope of Services**
   Consult2.Cloud provides professional consulting, development, training, and support services to assist the Client in implementing, customizing, and optimizing technology solutions within the Client's environment.
   This may include solution scoping, configuration, integration, and related project activities as outlined in the applicable Proposal.

   Unless otherwise stated, Consult2.Cloud makes no warranty on third-party software, cloud services, or any customizations made by the Client or third parties.

2. **Client Responsibilities**
   - **Client Resources:** The Client shall provide qualified personnel (such as designated Power Users or IT resources) who can participate in project sessions, configuration, and validation activities.
   - **Additional Assistance:** If the Client requires support beyond the defined project scope, additional hours may be purchased as "Customization and Implementation Services" or under a prepaid time-block arrangement.
   - **Licenses & Environment:** The Client is responsible for maintaining all required software licenses, subscriptions, and environment access needed for project execution. Consult2.Cloud assumes no responsibility for licensing or configuration of products not purchased directly through Consult2.Cloud.

3. **Software Licensing and Renewals**
   Where the Client purchases software or cloud licenses through Consult2.Cloud:
   - Licenses are provided subject to the vendor's terms and conditions, which govern functionality, uptime, and usage rights.
   - Consult2.Cloud acts as a reseller; the Client pays Consult2.Cloud directly, and Consult2.Cloud remits payment to its upstream supplier.
   - **Renewal and Cancellation:** Licenses automatically renew on their respective monthly or annual terms unless the Client provides **written notice of cancellation at least sixty (60) days prior** to the renewal date.
   - Early termination of licenses may result in fees or charges as dictated by the upstream vendor.
   - Consult2.Cloud does not provide any warranties, express or implied, regarding vendor software or services.

4. **Customization and Implementation Liability**
   Consult2.Cloud will exercise reasonable skill and care in providing implementation and customization guidance. However, the Client assumes full responsibility for any modifications, configurations, or automation changes made within their systems or tenant environment.

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Consult2.Cloud is not liable for errors, performance issues, or failures resulting from Client-side or third-party changes.

5. **Technical Support**

**Third-Party Support:** Support for third-party software or cloud services is governed by each vendor's terms.

**Consult2.Cloud Support:** Any support or maintenance provided directly by Consult2.Cloud is billed on an hourly or prepaid basis unless otherwise stated in writing. Unused support hours expire per the Time Block terms below.

6. **Access Requirements**

To perform contracted services, Consult2.Cloud may require access to the Client's systems, applications, or service accounts. The Client shall provide appropriate credentials or guest access with sufficient permissions for setup, configuration, and troubleshooting. The Client is responsible for safeguarding its credentials and ensuring compliance with its own security policies.

7. **License and Subscription Renewals & Cancellations**

Unless otherwise stated:

- Licensing and subscription services are billed in advance and automatically renewed for successive terms.
- The Client must provide **sixty (60) days' written notice** prior to the renewal date to cancel any recurring subscription.
- Cancellations made before the end of a prepaid term do not qualify for pro-rated refunds.
- Price adjustments at renewal may occur based on vendor pricing changes, currency fluctuation, or supplier indexing.

8. **BPA License Renewals and Vendor Terms**

This section applies only to BPA Solutions software licenses and related recurring subscription, support, and maintenance services purchased through Consult2.Cloud. For those purchases, the BPA-specific renewal provisions below apply in place of the general renewal provisions above. The general renewal provisions continue to apply to non-BPA purchases.

- **Automatic Renewal:** BPA licenses and related recurring services automatically renew for the renewal period specified in the applicable accepted Proposal or order or, if not specified there, in the governing BPA agreement. These Unified Terms do not establish an initial contract length or a fixed renewal length for BPA purchases.
- **Notice of Nonrenewal:** Either the Client or Consult2.Cloud must provide the other party with written notice of nonrenewal at least sixty (60) days before the renewal date to prevent automatic renewal. The Client must send its notice to Consult2.Cloud.
- **Contract Commitments and Renewal Pricing:** Notice of nonrenewal does not end the current committed term or release the Client from unpaid amounts due under the applicable accepted Proposal or order. Early cancellation obligations, renewal pricing, and any agreed price adjustments or caps are governed by the applicable accepted Proposal or order and the applicable BPA agreement.

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- **BPA Legal Terms:** BPA software licensing, support, and maintenance are subject to the applicable BPA legal agreements, which are incorporated by reference. Depending on the product and agreement version, these include the BPA M365 Tenant-Deployed Application License and Support Agreement, any applicable BPA Statement of Work, BPA SaaS Terms, BPA End User License Agreement, and BPA Standard or Premium Support and Maintenance Terms. Only the BPA agreements applicable to the purchased products and services are incorporated. Applicable BPA legal documents are available at https://www.bpa-solutions.net/legal/.

**9. Payment & Scheduling**

**Project Start:** Project Kickoff will be scheduled upon receipt of (a) a fully executed Proposal, (b) a corresponding client purchase order (if required), and (c) full payment of the initial project invoice.
Consult2.Cloud will then conduct the Kickoff meeting and initial IT or environment setup.
Substantive project work (training, configuration, and implementation sessions) will not commence until payment is received. Project work typically begins within approximately three (3) months following payment, subject to the mutual availability of both teams.

**Time Block Expiration:** All prepaid hours or services expire one (1) year from the original purchase date unless renewed. Purchasing a new block extends the expiration date of all unexpired hours by one year.

**10. Indemnity**

The Client agrees to indemnify, defend, and hold harmless **Consult2.Cloud**, its officers, directors, employees, and agents from any and all claims, liabilities, losses, damages, or expenses (including reasonable attorney's fees) arising out of or related to:

- The Client's use of any software, service, or customization performed by the Client or third parties.
- Failure to follow Consult2.Cloud's recommendations related to configurations, permissions, or security settings.
- Breach of any software licensing agreements.
- Violations of applicable law or regulations in connection with Client's systems or data.

This indemnity shall survive termination of the agreement.

**11. Limitation of Liability**

Consult2.Cloud's total liability under this agreement shall not exceed the total amount paid by the Client for services rendered under the applicable Proposal. Consult2.Cloud shall not be liable for any indirect, incidental, or consequential damages, including loss of data, profit, or business opportunities.

Consult2.Cloud is not liable for the performance, reliability, security, or availability of any third-party software, cloud service, or platform, including any downtime, data loss, or defects in such systems. All warranties or service obligations related to third-party software are governed solely by the respective vendor's terms and conditions.

**12. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the **State of Michigan**, and any disputes arising hereunder shall be resolved in the courts of that jurisdiction.

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**Client Acceptance of Consult2.Cloud Unified Terms & Conditions**

These terms may be accepted by signature or by payment of an invoice as described above. The person accepting these terms on behalf of the Client represents that they are authorized to do so.

*The Client acknowledges that these General Terms & Conditions shall apply to all present and future proposals, quotes, statements of work, invoices, license purchases, and other agreements with Consult2.Cloud, unless otherwise agreed to in writing.*

| **Consult2.Cloud Authorized Signature** | **Client Authorized Signature** |
|---|---|
| Printed Name: _____ | Printed Name: _____ |
| Position: _____ Date: _____ | Position: _____ Date: _____ |
| _____ | _____ |
| Signature | Signature |