

Alpha-G's Terms and Conditions

The following Terms and Conditions apply unless specifically contradicted by provisions of a separate Consulting Services Agreement.

- Alpha-G Consulting, LLC (Alpha-G) believes in doing great work and in ensuring that our customers are happy. To us, happy customers determine the value of our business so we are serious about it. If you aren't happy with the work we do, Alpha-G will negotiate with you as to how to make it right until we decide that it is no longer in our reasonable interest to do so. In general, this means we'll stop negotiating if we believe that an objective third party would find that we have delivered fairly what we agreed to deliver and that we cannot provide satisfaction without incurring unreasonable costs. In the event that Alpha-G terminates negotiations before you are satisfied, you agree that your sole recourse shall be to submit to binding arbitration. Your maximum monetary award under any such arbitration is limited to a refund of part or all of the fees you have actually paid to Alpha-G for the work in question. For work done on a monthly or annual contract, Alpha-G's maximum monetary liability is one month's fees.

In short, you agree not to sue Alpha-G, its members, management, or its employees for any reason related to our work for you. If you enter into arbitration, Alpha-G agrees to be bound by the arbiter's decision (subject to our maximum monetary liability being expressly limited to what you've already paid). You agree to be bound by the arbiter's decision too (with your monetary liability being limited to what you owe under these terms and conditions; if you owe late fees or collection costs, you'd be liable for them too).

- You agree that the work done for you by Alpha-G is used by you at your discretion. Alpha-G is not liable for any incidental or consequential damages that may arise from the use of our work or services (even if a problem arises because of a mistake we made). In any case of dissatisfaction, you agree that your only recourse (beyond negotiating with us) is to submit to binding arbitration as described above.
- Our rates vary based on the type of work and the type of payment arrangements you've made. Work on retainer is generally the most economical (payment for services on retainer must be received in advance of commencing the work). Even though we want to be fair, we cannot guarantee that any one customer or job will have the same rates as any other customer or job. Unless you are purchasing services on retainer without specifying what those services will be, we will supply you with a list of what we'll deliver and how you'll know we've done it.

- For work on retainer, our minimum labor charge is generally one half hour (sometimes we'll charge in 15 minute increments if that makes sense); for work which is not done on retainer, our minimum charge is for 2 hours' work.
- Travel time for requested visits to your site are generally charged at one half the rate of actual work. We may choose to waive travel time charges at our sole discretion. The customer pays the expenses of any trip. We'll tell you what they are or how they will be calculated before we incur any expenses.
- For services which are billed after the fact (as opposed to retainer services which are paid before the work is done), payment is due two weeks after invoicing. All invoices are delivered by e-mail, unless you make another, prior special arrangement with us. We don't start work on retainer services until we've received the funds (in unusual cases, we may bend this rule, but we're not obliged to).
- We'll take a money order, bank check, institutional or business check (or electronic funds transfer--see below). If your check bounces, you'll need to take care of it before it gets 30 days overdue or we'll tack on late fees. If the bounced check was for work on retainer, we'll stop work until we have a bank check or money order in hand.
- We charge late fees for customer accounts more than 30 days past due (unless you've negotiated otherwise). Late fees are the larger of: fifty dollars per month, or 1.75% interest per month (or portion thereof). If we decide not to enforce this portion of these Terms and Conditions as soon as you are 30 days delinquent, that doesn't mean you're exempt from late fees. You are still liable for any late fees you owe until we accept full payment. If we decide to enforce the payment of late fees, we can do so at any time (including retroactively to when you first became delinquent in payment).
- If we have to send your account to a collection agency, you're liable for their fees or charges as well as what you owe us.
- In general, we retain rights to reuse any programming work we do for you. This means we can use code you paid us to develop on another project or in any other way we wish to use it. Alpha-G's rights are usually protected by copyright, but we also ask that you make best efforts to keep any techniques or procedures developed by Alpha-G private.
- The physical location where this agreement is being made by you is the city of Orem, Utah. Should Alpha-G need to send a representative to participate in arbitration, you agree that it

will be in Orem, Utah or a nearby city within the state of Utah or another agreeable location.

- Alpha-G's Terms and Conditions are subject to change without notice. But, whatever Terms and Conditions are posted on our web site or sent to you with a quote, invoice, or agreement are considered to be in effect for the duration of the work associated with that quote, invoice, or agreement. That is, if Alpha-G changes its Terms and Conditions in the middle of a job or consulting agreement, we agree to finish the job under those Terms and Conditions which were in effect when we started the job for you.