

Terms & Conditions

Services:	Symetri will provide qualified personnel to provide the services described herein on a mutually agreed upon schedule.
Payment:	Invoices for the Services shall be submitted based on the schedule set forth on the pricing and payment schedule ABOVE. NET PAYMENT TERMS ARE ONLY AVAILABLE IF EXPRESSLY AGREED TO IN PAYMENT TERMS SECTION. IF SUCH NET PAYMENT TERMS HAVE BEEN AGREED TO ABOVE, invoices will be submitted either on a monthly basis or upon completion of certain project goals or any deliverable milestones. All such net payment invoices shall be payable within forty-five (45) days of the invoice date. ALL OTHER CLIENTS MUST PAY UPON CONTRACT SIGNATURE.
No Acceptance:	The Customer acknowledges and agrees that there are no deliverables and that acceptance, formal or written, is not a prerequisite to payment hereunder. In the event acceptance is required, acceptance will be deemed received upon completion of the Services and the Customer agrees to provide written or electronic (emailed) acknowledgment of receipt of the Services. Payment by the Customer to Symetri as provided herein shall not be withheld based on any acceptance conditions whatsoever.
Facilities:	Customer shall provide workspace and related facilities, as necessary, and access to all necessary Customer personnel and information required for Symetri to perform the Services under this Consulting Services Order. The Customer acknowledges that such access is essential to providing the Services hereunder.
Confidentiality:	Symetri and the Customer may have access to certain proprietary information and materials of the other, including business plans, customers, technology, and products that are confidential and of substantial value which value would be impaired if such information were disclosed to a third party ("Confidential Information"). All Confidential Information furnished to the other party in the course of performing the Services under the Consulting Services Order, whether it is marked "Proprietary" or "Confidential," shall be deemed to be Confidential Information of the disclosing party. Symetri and the Customer agree that neither shall disclose any such Confidential Information of the other party to any third party, unless express prior written consent is given in each instance, and each party shall take every reasonable precaution to protect the Confidential Information.
Limitation of Liability:	The maximum cumulative and aggregate liability of Symetri for all claims arising under or related in any way to the Services is limited to the Customer's direct damages and shall not exceed the total fees paid by the Customer to Symetri under this Consulting Services Order. Symetri shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages or for loss of profits, revenues, contracts, customers, loss of data, business interruption, or failure to realize expected cost savings even if Symetri advised of the possibility of same or same were reasonably foreseeable. The Customer acknowledges that the fees in connection with this Consulting Services Order fairly reflect the foregoing allocation of risk.
Non-Solicitation	Symetri considers its staff and consultants to be its most valuable assets. By hiring Symetri, above Client agrees to not solicit, either directly or indirectly, Symetri staff or consultants for service or employment independent of the Client's relationship with Symetri.
Limited Warranty:	SYMETRI WARRANTS THAT THE SYMETRI PERSONNEL WILL BE COMPETENT AND QUALIFIED TO PERFORM THE SERVICES ASSIGNED BY THE CUSTOMER AS AGREED AND SET FORTH IN THIS CONSULTING SERVICES ORDER. IN THE EVENT OF A BREACH OF THIS WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND SYMETRI'S SOLE LIABILITY SHALL BE LIMITED TO SYMETRI'S COST TO REPLACE THE PERSONNEL AND DELIVER PROJECT WORK AS AGREED. NO ADDITIONAL FEES WOULD BE PAID BY CUSTOMER DUE TO ADDITIONAL LABOR INCURRED BY SYMETRI TO REMEDY THE DEFAULT. THIS IS A SERVICE AGREEMENT. ANY WORK PRODUCT OF ANY KIND, IN ANY FORM OR FORMAT, THAT MAY BE PROVIDED IN CONNECTION WITH THE SERVICES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
Ownership:	Symetri shall own all systems, software, documentation, tools, utilities, methodologies, specifications, techniques, know how, and other materials, owned or in the possession of Symetri prior to the effective date of this Consulting Services Order or developed by Symetri hereunder and/or used in connection with the Services, together with all intellectual property rights therein, whether or not they are specifically adapted by Symetri for use in the Services.
Independent Contractors:	For all purposes of the Consulting Services Order, the relationship of the parties is that of independent contractors and the parties shall not be deemed to be agents, assigns, employees, joint ventures, partners or principals of the other party. The employees, methods, materials and equipment shall always be under Symetri's exclusive supervision, direction and control. Neither party shall have the right to assume or create any obligation or responsibility on behalf of the other.
Termination:	Either party may terminate this agreement prior to its expiration date, by providing thirty (30) days prior written notice to the other party. In the event of termination of this Consulting Services Order for any reason, the Customer shall pay for all completed work and work in process, based on the rates stated herein.
Entire Agreement:	This Consulting Services Order contains the entire agreement between the parties. No other terms or conditions shall have any effect unless contained in a writing signed by authorized representatives of both parties. If the Customer issues a purchase order (P.O.) in connection with the Services described in this Consulting Services Order, the Customer shall insert the P.O. number in the space provided at the top of this Consulting Services Order and attach the P.O. If there is no P.O., the Customer agrees to sign Symetri's P.O. exception document.
Governing Law:	This Consulting Services Order shall be governed by and construed under the laws of the state of New Hampshire, without reference to choice of law principles. In the event of any litigation between the parties, such litigation shall be commenced and maintained exclusively in the United States District Court for the residing District of the Symetri corporate head office in the state of New Hampshire.
Changes:	Should the Customer desire to modify or extend the Services performed under this Consulting Services Order after it has been signed, the parties will develop and sign written change orders. Prior to the Customer's issuance of change orders, Symetri will provide a detailed description of the services to be completed, fee and expense estimates, and duration. The Customer shall authorize the change order via a written notification prior to Symetri initiating any of the services. Pricing and payment terms will be set forth in each change order.