

CUSTOM DEVELOPMENT AGREEMENT

My Service Depot ("MSD") offers custom development as an additional service to its customers when customer requirements are such that the customer needs a report, form or other custom work to supplement the standard features of the Smart Service® family of products. This document outlines the process for custom development requests and contains the terms and conditions that will apply to the custom development project. Customers requesting custom development must have an active support plan for all services listed.

Initial Review and Estimate

For custom reports, you will need to provide a sample report layout in excel or a sufficient description to clearly indicate the report requirements and the data from Smart Service that will be used to populate the report.

For custom forms, you will need to provide a pdf of the form and any images used on the form.

For any changes to data in Smart Service directly in the database, such as modifying field values or importing records into Smart Service from an external source, or changes to QuickBooks data using QuickBooks data utilities, you may need to provide copies of your Smart Service database and/or QuickBooks file. Changes to data described in this paragraph are referred to as "Data Changes" or "Data Imports"

MSD will review the project and provide an estimate of time for completion of the custom development. The estimate will represent MSD's best estimate of time based on the initial review. Custom forms will be billed based on the estimated time to completion from MSD. If changes to the project scope are made, or if additional time is recommended by MSD a quote for the additional time will be sent.

Fees

Custom Forms and Custom Reports will be charged at a rate of \$180.00 per hour with a minimum of one hour for all time spent on the development and creation of the aforementioned custom document. Time spent beyond the hour minimum shall be billed at a rate of \$45.00 per quarter-hour rounded up to the nearest quarter-hour. You will be billed for the estimated time to completion for the project; this amount must be paid before work can begin for the project. If additional time is required for completion, MSD will notify you before starting work that has not been billed.

For Data Changes/Data Imports the pricing structure is as follows:

If MSD determines that a "CListID Import" is the recommended course of action, the cost for the import will be \$720.00 billed as a flat rate which must be paid before said project is started.

If MSD determines that the total Data Changes/Data Imports (with the exception of CListID Imports) agreed upon are estimated to be complete within three hours, the billable rate for this project will be \$180.00 per hour with a minimum of one hour. Time spent beyond the hour minimum shall be billed at a rate of \$45.00 per quarter-hour rounded up to the nearest quarter-hour. You will be billed for the estimated time to completion for the project; this amount must be paid before work can begin for the project. If additional time is required for completion, MSD will notify you before starting work that has not been billed.

For all other Data Changes/Data Imports the cost will be \$3500.00 and that must be paid to start the project.

Revisions to data resulting from data conversions/data changes is subject to customer approval. The conversion specialist will provide the best possible conversion, given the information and direction provided by your company. Data conversions/data changes are provided as-is at time of delivery. Once you have thoroughly reviewed the data provided by the conversion specialist and have performed the live conversion, all changes to the data thereafter are subject to being billed at our quarter-hourly rate.

For Data Exports the pricing structure is as follows:

MSD will perform a flat export of the data tables from the Smart Service database for the information identified by the customer that is needed, with the cost of \$180.00 and must be paid before export is done.

All Prices are final unless a different rate is expressly stated on the quote for service.

Time for Completion

Providing regular support and product development to all of our Smart Service customers is our first priority. Accordingly, MSD will undertake and complete custom development only as resources are available. Unless otherwise expressly stated in the custom development agreement, MSD does not guarantee that a custom development project will be completed by a particular date.

Delivery of Work Product / Modifications

MSD will notify you when a custom development project is completed or if additional time is required. Final delivery of the work product will be made upon payment of all fees for the custom development. In the case of Data Changes or Data Imports, payment is due before starting the project unless a different arrangement is expressly stated in the additional terms below.

Regular changes are made to Smart Service and related products to provide additional and changed features that impact the data structures. These changes may cause your custom development work product to cease to work correctly after updating Smart Service or related products. In undertaking a custom development project, MSD is not undertaking the obligation to support that custom development for future product releases. Any modifications to custom development required in the future, whether due to changes in Smart Service and related products, due to your changed requirements or otherwise, would require a new custom development agreement and be subject to additional charges.

Effect of Data Changes or Data Imports

Because Smart Service integrates with a number of QuickBooks fields, requested changes to Smart Service data may impact QuickBooks. Customer is solely responsible for making necessary changes in QuickBooks to accommodate requested changes to Smart Service data. MSD recommends consulting with your QuickBooks advisor prior to making any such changes.

Termination of Custom Development

You may terminate further work on the custom development project upon reasonable notice to MSD, and upon receipt of such notice, MSD will discontinue further work on the project. In the event that you postpone the Custom Development project or fail to provide required files or information to proceed with the project in a timely fashion, MSD may consider the project abandoned and, in such event, MSD will notify you that the project will be closed. Upon termination, MSD will invoice you for fees incurred through the date of the termination.

Ownership of Work Product / Effect of MSD License

All work product developed under a Custom Development Agreement will be owned by MSD. Upon payment for such work product, you will have a continuing license to use such work product, without additional charge, during the time that you maintain a license and a support plan for Smart Service. All other terms of your MSD License and Support Agreement that are not expressly modified in this Agreement will apply to the work product and this Agreement.