sepasoft

Quick Start Program Terms & Conditions

Effective December 1, 2019

1. The Sepasoft Quick Start Program (QSP):

   a. Helps identify and mitigate common risk factors associated with MES implementation
   b. Helps reduce risk by lowering the learning curve
   c. Reviews your requirements and identifies functionality that is not handled out of the box by the Sepasoft MES modules for which we will provide alternative solutions
   d. Reviews current material flow or provides assistance with developing one
   e. Reviews requirements and provides best practices to move forward with implementation and decreases rework that leads to delays and cost overruns
   f. Provides recommendations for project design and architecture to help scale your MES implementation in the future
   g. Provides periodic project reviews which include a technical evaluation during the implementation process to identify and give guidance on any work that may hinder performance, functionality, scalability, and success

2. **Implementation is provided by the customer or a third party and is not included in the Quick Start Program**.

   a. We may provide sample screens for the end customer or integrator to model the final screens.
   b. We may provide sample scripts for the end customer or integrator to use as a guide for complete scripts.
   c. The development and configuration of Ignition to meet the final requirements is the responsibility of the end customer or integrator. Sepasoft will provide sample screens, scripts, best practices, etc. to help the end customer or integrator achieve their requirements.

3. Onsite services, travel time, and expenses not included.

4. QSP is included with the purchase of each Sepasoft MES module for qualifying customers.

5. If the account becomes overdue or any purchase order associated with this order runs out, we may, at our discretion, delay the start of work or immediately cease work until the account is brought up to date or a new purchase order is issued.

6. All work done under the QSP is provided on an "as is" basis, without warranties of any kind, including without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement.

7. Neither Sepasoft, Inductive Automation, nor anyone involved in the delivery of the QSP shall be liable for any indirect, consequential, or incidental damages arising out of the products and/or services provided hereunder even if Sepasoft has been advised of the possibility of such damages or claims. In no event shall Sepasoft have liability for any damages that exceed the price paid for the QSP services, regardless of the form of the claim.

8. If you do not comply with the terms and conditions, Sepasoft may terminate its agreement with you and cease providing any additional products and services without any prior notice to you.

9. These terms are the entire agreement between you and Sepasoft relating to the QSP and supersede all prior written or oral statements, promises, representations, and agreements.

10. The services provided by Sepasoft for the QSP shall be governed by the laws of the State of California. Any action or proceeding brought by either party against the other arising out of or related to the QSP shall be brought only in a state or federal court of competent jurisdiction located in Sacramento County, California. The parties hereby consent to the jurisdiction of such courts.