

PRIMESCHEDULING SaaS AGREEMENT
Powered by DelComps LLC

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING PRIMESCHEDULING SAAS SERVICES PROVIDED BY DELCOMPS LLC. BY ACCESSING OR USING THE SERVICES, YOU (“CLIENT”) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

If the parties have executed a separate written agreement expressly governing the use of PrimeScheduling SaaS services, that agreement shall supersede this Agreement.

This Software as a Service Agreement (“Agreement”) is entered into between the Client and DelComps LLC, a Delaware corporation, whose principal address is:

DelComps LLC
PO BOX 501
Nassau, Delaware 19969

WHEREAS, the Client requires the services of a web-based scheduling, dispatching, tracking, and management system; and

WHEREAS, PrimeScheduling SaaS provides a centralized platform for scheduling, dispatching, tracking, reporting, collaboration, and management of work orders and operational workflows;

NOW, THEREFORE, the parties agree as follows:

1. SAAS SERVICES

1.1 License Grant

During the subscription term, Client is granted a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide right to access and use PrimeScheduling SaaS solely for Client’s internal business operations, subject to the terms of this Agreement and the number of licensed users purchased by Client.

1.2 No Software Delivery

Client acknowledges that this Agreement is a service agreement only. DelComps LLC does not deliver copies of software to Client as part of the SaaS services.

1.3 Restrictions

Client shall not, directly or indirectly:

- a) Copy, reverse engineer, decompile, disassemble, or attempt to derive source code from the platform;
- b) Modify or create derivative works based upon the SaaS services;
- c) Use the SaaS services to provide hosting, time-sharing, or service bureau services to third parties;
- d) Remove or obscure proprietary notices, trademarks, or branding;
- e) Access the services for the purpose of building a competitive product or service.

All rights, title, and interest in PrimeScheduling SaaS, including all modifications, updates, derivative works, documentation, and intellectual property rights, remain exclusively owned by DelComps LLC.

1.4 Suspension or Termination for Violation

If Client violates any material provision of this Agreement and fails to cure such violation within seven (7) days after written notice, DelComps LLC may suspend or terminate services immediately, with or without additional notice.

1.5 File Transfer and Local Storage Disclaimer

Certain functionality may require secure file transfer between the SaaS platform and Client's on-premises or cloud storage systems. DelComps LLC shall implement industry-standard secure transfer methods; however, DelComps LLC shall not be liable for:

- a) Data corruption;
- b) Data loss;
- c) Unauthorized access;
- d) Breaches occurring on Client infrastructure;
- e) Transmission interruptions or modifications caused by third parties or Client systems.

Client assumes full responsibility for the integrity and security of its local infrastructure and storage environments.

2. WARRANTIES AND SERVICE LEVEL AGREEMENT (SLA)

2.1 Professional Services Warranty

DelComps LLC warrants that services will be provided in a professional manner consistent with generally accepted industry standards.

2.2 Availability Commitment

DelComps LLC targets 99.5% uptime per calendar month, excluding scheduled maintenance windows.

DelComps LLC does not guarantee network availability between Client and hosting infrastructure, including outages caused by:

- a) Internet providers;
- b) Third-party hosting providers;
- c) Client network failures;
- d) User connectivity issues.

If a verified outage is determined to be within DelComps LLC's reasonable control, Client may receive a service credit equal to one (1) day of service fees for every two (2) hours of downtime, up to a maximum of fifty percent (50%) of that month's service fees.

This service credit shall be Client's sole and exclusive remedy for service interruptions.

2.3 Service Discontinuation by DelComps LLC

If DelComps LLC elects to discontinue PrimeScheduling SaaS services, DelComps LLC shall provide Client with at least thirty (30) days written notice prior to termination of service.

If Client wishes to continue using the platform in a self-hosted or non-SaaS environment, separate arrangements may be negotiated at DelComps LLC's discretion, and all associated costs shall be the responsibility of Client.

DelComps LLC shall not be liable for any losses, damages, interruptions, liabilities, or consequential damages resulting from discontinuation of services.

3. PRIVACY AND CONFIDENTIALITY

3.1 No Sensitive Data

Client acknowledges that PrimeScheduling SaaS is not intended for storage or processing of:

- a) HIPAA protected health information;
- b) Credit card data;
- c) Financial account information;
- d) Other highly sensitive personal information.

Client assumes all risks associated with uploading or processing such information.

3.2 Compliance Responsibility

Client is solely responsible for ensuring that its use of the platform complies with all applicable laws, regulations, and governmental requirements.

3.3 Confidentiality

Both parties agree not to disclose pricing, terms, or confidential business information related to this Agreement without prior written consent from the other party.

3.4 Breach of Privacy Terms

Failure to comply with this section may result in immediate suspension or termination of services after seven (7) days written notice.

4. BILLING AND PAYMENT

4.1 Subscription Fees

Client agrees to pay all subscription fees according to the pricing selected during signup or agreed upon in writing.

Subscription fees are billed monthly per licensed user and are due no later than the fifth (5th) day of each month.

4.2 Custom Development Fees

Client shall pay all upfront customization and development fees before access to custom modules is provided.

4.3 Taxes

All pricing excludes applicable federal, state, local, and international taxes. Client is solely responsible for payment of all applicable taxes.

4.4 Non-Payment

Failure to pay outstanding invoices within seven (7) days after written notice may result in suspension or termination of services.

5. TERMINATION AND CANCELLATION

5.1 Client Cancellation Notice

If Client elects to terminate or discontinue services for any reason, Client must provide DelComps LLC with at least thirty (30) days prior written notice.

Client remains responsible for all fees and obligations incurred through the effective termination date.

5.2 Non-Refundable Payments

All payments made to DelComps LLC are final and non-refundable, including but not limited to:

- a) Subscription fees;
- b) Development fees;
- c) Setup fees;
- d) Customization fees;
- e) Maintenance fees;
- f) Licensing fees.

DelComps LLC shall not be liable for any refunds, reimbursements, repayments, credits, compensation, or financial paybacks for previously paid amounts under any circumstances.

5.3 Suspension of Access

Upon termination, DelComps LLC may suspend or permanently revoke access to the platform and related services.

6. TERM

This Agreement shall commence on the Effective Date and remain in effect until terminated pursuant to this Agreement.

The Agreement includes the following financial components:

6.1 Upfront Development and Customization Fees

Client shall pay one-time fees for development and customization of agreed-upon modules and functionality.

6.2 Monthly Subscription Fees

Monthly subscription fees shall apply based on user classifications as follows:

- a) Admin User – Full User License
- b) Scheduler / Production User – Full User License
- c) Warehouse User – Half User License
- d) Installer / Trucker User – Half User License

6.3 Annual Maintenance Fees

Client shall pay an annual maintenance fee equal to twenty percent (20%) of the total invoiced project cost for ongoing updates, maintenance, and platform compliance improvements.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by law, DelComps LLC shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, revenue, data, business opportunities, or operational interruption arising from the use or inability to use the services.

DelComps LLC's total cumulative liability under this Agreement shall not exceed the total amount paid by Client to DelComps LLC during the three (3) months immediately preceding the event giving rise to the claim.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

Any disputes arising under this Agreement shall be resolved exclusively in the courts located within the State of Delaware.

9. ENTIRE AGREEMENT

This Agreement constitutes the complete and entire understanding between the parties and supersedes all prior agreements, representations, negotiations, and understandings relating to the subject matter herein.

Any amendments or modifications to this Agreement must be in writing and signed by both parties.