



MAGENTO AGREEMENT

This Magento Agreement ("Agreement") is entered into this _____ day of _____, 20____ by and between Grey Wolf Systems (GWS), and _____ ("Customer").

1. **Scope of Services.** GWS agrees to provide access to Magento Open Source for an agreed to period of time. This agreement includes access to the Magento Open Source application. Any Services performed by GWS outside of the scope of Services will be provided at prevailing rate. Any Services performed by GWS at Customer's site will be provided at prevailing rate including expenses incurred. Web Services – Lite shall only be used with GWS cloud based solutions.
2. **Billable Activities.** Access to Magento Open Source shall be billed based upon the selection below. GWS activities outside of the use of Magento Open Source shall be 0.3 hrs with increments of 0.1 hrs thereafter. Some examples of defining billable vs. non-billable activities are:
 - “Bugs” in Magento Open Source that are fixed according to the software schedule are not billable. Activities to fix “bugs” on an expedited schedule are billable.
 - “Enhancements” to Magento Open Source that are completed according to the software schedule are not billable. Activities to provide “enhancements” on an expedited schedule are billable.
 - Activation shall be billed at \$400.
 - Installation of APIs (SX Only) are billable.
 - Custom projects are billable.
3. **Effective Dates.** The term of the Agreement is year-to-year basis, and termination shall be provided in writing thirty (30) days prior to the annual anniversary.
4. **Payment Terms.** In consideration of the Services) provided, Customer shall pay GWS the contract fees within twenty (20) days of the Invoice Date. If Customer does not pay within twenty (20) days, GWS reserves the right to suspend all access to Magento Open Source.
5. **Ownership.** Any software developed for the purpose of this agreement shall remain the property of GWS. Customer shall not lease, sell or otherwise transfer the software to any third party, except as authorized by GWS.

6. Liability. CUSTOMER AGREES GWS SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, GOODWILL, OR OTHER SPECIAL, INCIDENTAL CONSEQUENTIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES SUFFERED BY CUSTOMER RESULTING FROM SAID AGREEMENT. GWS's MAXIMUM LIABILITY, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED FEES PAID BY CUSTOMER.
7. Personnel. GWS has made a considerable investment in the hiring, training and retention of its personnel. Customer agrees to refrain from soliciting for employ any GWS employee for a period of two (2) years, unless otherwise mutually agreed in advance.
8. Travel. Travel expenses shall be covered by Customer in addition to billed Services). Travel time is not charged, but a minimum of 1.5 times travel time will be minimum billed for an on-site trip (even if actual time is less). If Customer schedules an onsite trip for Services) and cancels the trip, the Purchaser must pay for the travel expenses incurred and may incur a cancellation fee.
9. Governing Law. This Agreement and all amendments hereto are to be governed by the laws of the State of Colorado.
10. Program Levels.

Program Level	Maximum Number of Orders per Month	Program Rate per Month	Additional Monthly Fee per Order
Level 1	50	\$30	\$0.40
Level 2	100	\$50	\$0.10
Level 3	1,000	\$100	\$0.05
Level 4	10,000	\$500	\$0.01
Level 5	Call Grey Wolf		