

1 **CQ Technologies general terms of service**

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3 These terms are subject to change by CQ; clients may download a copy of this document at the time of
4 project initiation and save it as reference for future of the concerned project. If a client gets into
5 agreement in one project and these terms are informed to him, it is implicit that for all forthcoming
6 projects, these terms will apply and the client should check this document before signing up contracts.
7 This document can be found at <http://cqtechnologies.com/terms.pdf>
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10 **Project billing guidelines (billable and non-billable)**

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12 Generally, every large project is allowed non-Billable time for sales, overall solution exploration,
13 administration and client relationship management - as well as a some time to analyze and finalize the
14 business requirements. We make a distinction, however, when we need to spend considerably more time
15 to define and detail the full set of requirements and get them into a state where development can begin.
16 This time is considered to be core analysis and is billable.
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18 **For example**, if we receive functional requirements from the client in a form that is 90% to 100% ready to
19 build, the time that we spend with the client to finalize the remaining details will be non billable. On the
20 other hand, this non billable solution exploration becomes billable analysis when we need to work with the
21 client to define more than just a small portion of their business requirements.
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23 In this situation there are **two options**:

- 24 1. Create a "ballpark range on price (or SOW if applicable)" with the understanding that billable time to
25 define the detailed requirements will be forthcoming.
26 2. Work (which is billable) with the client up front to capture those details and include this analysis time in
27 the SOW.
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29 This would include time spent in meetings also.

30 Likewise, once a project is underway,

31 Subsequent time spend analyzing system behavior, changing features is also billable analysis.
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33 Naturally, we'll gain agreement with the client on how we would classify these analytical activities as the
34 need arises, but we feel that it's helpful to establish them as guidelines for each project.

35 This breakdown may help:
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37 **Non-billable:**

- 38 1. Sales
- 39 2. Initial solution exploration (limited time)
- 40 3. Initial analysis (roughly 2% to 10% of overall system functionality - depending on nature of
41 project and our discretion)
- 42 4. Relationship management (relations with client which do not include defining features, system
43 behavior or project management).
- 44 5. Administration/Ac
- 45 6. Writing of the SOW, if requirements are crystal clear and/or it's a short SOW
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Billable

1. Time spent by our employee (man hours) - other than sales and administration hours mentioned above
2. Technical Research
3. Development
4. Testing
5. Internal project management.
6. Analysis
7. Detailed requirement gathering
8. Client meetings which focus on system design and
9. project status/management
10. Writing of SOW, if requirements are not crystal clear and/or it's a lengthy SOW

The clients are advised, before they make payments for milestones, to check demos on CQ servers, shared screen sessions etc, as payments will be non-refundable.

CQ reserves the right not to release source code/assets unless payments are made for the milestone in subjects.

CQ usually (but not always) will keep roughly 30% of the payment in advance almost all the time during project development. E.g 30% is mobilization advance before starting. Usually (but not always) at 50% of work completion, the client is requested to transfer 50% of the total funds. So this makes 30% + 50% = 80%. The 30% is usually to ensure that future development work is backed up by this amount. This is just an example to demonstrate.

Payment mode

CQ reserves the right to receive payments in the informed mode of payment; paypal and/or credit card through its own gateway, western union and/or xoom and/or any other wire transfer service to the choice of CQ's bank account. CQ will not own additional charges that the "sender" may incur (on the method selected by CQ). If any of the stated are not acceptable, the client should inform prior to project initiation.

Discontinuation of project

CQ and the client has the right to discontinue at any time in the project development phase. The completed work will be billable without any penalty on either party's side. CQ will not bear any payment gateway charges or other charges due to termination if termination was from client side.

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Bug report and support time

88 Usually, if not conveyed contrary, followings are the time periods in which in-scope specific bug fix
89 requests by clients may be served by CQ. It is important to note that CQ cannot offer a lifetime or
90 unlimited duration of bug fixes even if they are in-scope of project agreement. It is very hard to get back to
91 developers, dig out what was done in the past (when project was in development phase), study it and fix
92 things. It is requested to clients to timely figure out bugs and report them.

93 • Projects/each single deliverable having development period of from **1 day to 1 month** has 5 days
94 of bug report time.

95 • Projects/each single deliverable having development period of from **1 to 2 months** has one fourth
96 (1/4 of the development time) of bug report time. E.g a 2 months project will have 2 weeks of bug
97 report time.

98 • Projects/each single deliverable having development period of from **2 to 6 months** has one sixth
99 (1/6 of the development time) of bug report time. E.g a 6 months project will have 1 month of bug
100 report time.

101 • Projects/each single deliverable having development period of from **6 months to 2 years** has
102 one eighth (1/8 of the development time) of bug report time. e.g a 16 months project will have 2
103 month of bug report time.

104 By "**Project/each single deliverable**", we mean: Any deliverable that was delivered that is a running
105 application (regardless of the source code sent or not). If its a video or other form of demonstration; then
106 the demonstrated things as is would be considered as "conveyed functionality" to client.

107 For example, an executable file sent to client that runs an application or a demo webpage (though hosted
108 on CQ servers) but access given to client. If a project has 10 milestones or subtasks. If each
109 milestone/sub task had been delivered in the above said way, the time of bug fix starts for the date of
110 delivery for that single milestone/task/deliverable/asset/access etc.

111 "**Project/each single deliverable time**" is the one of the following two (whichever is smallest): time in
112 which deliverable was completed and delivered or the time mentioned in project time-line/agreement.

113 By "**bug report time**" we mean: The time duration starting from "Project/each single deliverable" delivered
114 to the above said time count/duration. No bugs could be entertained after the bug report time had
115 elapsed.

116 Please take care while **approving tasks**. Once a task is approved by client or representative of client (its
117 project manager or quality assurance person or any representative), the task cannot be disapproved later
118 or the client cannot launch bugs for that task (as it was approved in the first place)

119 After the development had been finished and developed things are fully approved by client, then after that
120 CQ had **deployed the product** (in this example; a website but it is valid for any application) **on to the**
121 **production servers** of client; if a bug is caught by client that was also present on CQ's demos (website,
122 video, screen sharing demo etc) and the bug report time had already elapsed, the bug will be out of
123 scope. If however, the bug arose because of bad deployment to the production server, this will be in-
124 scope and CQ will be responsible to fix it if the bug is reported withing 3 days. There would be a 3 day

125 bug report time for server and deployment related bugs (time starting from the date when deployment
126 completed by CQ).

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128 **Archiving assets**

129 CQ would not retain or be responsible for retaining, archiving or maintaining backups if two weeks had
130 been elapse since the bug report time ended.

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132 **Other policies**

133 Personal/real human or company names

134 It is requested to clients, not to mention any kind of personal or company names in any kind of content
135 published other than normal emails. This includes, but not limited to, git repositories, redmine or other
136 project management software CQ uses.

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138 Unclear service features

139 If, in course of development, it is found that some application or operating system does not allows
140 compatibility and features required by the project in development; we would charge nothing for research
141 but we will not be responsible for outcomes either. E.g you make a desktop app and you find out that
142 windows 7 had stopped the support of a certain feature that was used in the app; or the feature
143 claimed/requested by client was never there, if CQ started development (without deep investigation and
144 spending too much free time) in capacity of programmers and found that in the middle.

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146 Delivery dates

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148 It is not normal but delivery dates may fluctuate due to natural hazards or unforeseeable circumstances.
149 Of course mishaps happen everywhere but good companies mitigate them. So will we and try our best.

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152 Testimonials/content

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154 Any testimonials, comments or any content related to CQ, transmitted by any associate or client in any
155 formate, way or medium, in past or future, would be the sole property of CQ for an unlimited time (or
156 minimum 20 years) with all rights of use, publish, or store in any way possible; unless mutually agreed to
157 contrary. The said applies to the content breakable parts and the content as whole. E.g texts having 10
158 lines, CQ can use just 3 or all 10. Videos of 1 minute length, CQ can trim the relevant part on its own
159 discretion. CQ will have the right to publish general portfolio of projects in progress or completed by CQ;
160 with any kind of content (text, pictures etc) unless mutually agreed to the contrary. Any kind of assets
161 those are in CQ's email account, CQ servers, or transmitted to CQ are the property of CQ unless mutually
162 agreed to contrary.

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167 **Communication**

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169 Explicit communication overrules implied or assumed perceptions. Explicit written communication
170 overrules explicit verbal communication (though verbal communication also forms valid contracts). There
171 might be generally expected or implied things in industry but explicit communication overrules all. E.g
172 courtesy, care, implied or assumed terms of service, industry best practices and industry general
173 assumed practices are things that cannot be specifically well measured. Even if something is being able
174 to be measured e.g industry practice; one company or business in one region/industry may elect to not
175 follow/agree with it at all (even if its, lets say adopted 99% all over the world; theres still 1% contrary) as
176 on the other side, some may.

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178 CQ reserves the right to record any kind of communication done with CQ via any medium.
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181 **Confirmations**

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183 If minutes of meeting or notes of meetings or any kind of notes (meeting or non-meeting related) are sent
184 via any written or recorded form via any medium to client or representative of client for confirmation and
185 the client or representative of client does not responds contrary OR the client replies in agreement to
186 those minutes/notes, those minutes/notes will be binding as agreement/contract.
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188 **Client representatives**

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190 If any representative or employ of the client makes decisions, approves something etc, the act will be
191 binding unless client states explicitly contrary before the act. We would not know the hierarchy of the
192 company nor the authority of the person. Clients “delegate” will have implied authority and we will assume
193 the said unless informed contrary.
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195 **Morals**

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197 We aim for a healthy and happy business that is “enjoyable” by both parties (client and vendor).
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- Business to us is “exchange” of services or assets/valuables (tangible or non-tangible).
- In the said course of business, the exchange does NOT makes any party superior or inferior to
199 the other. Its just an exchange of one valuable for another.
- Each party has some rights and obligations. E.g the client has a right to get good/agreed quality
200 of service on time according to the terms agreed and the vendor (us) deserves to get paid on time
201 and/or follow anything that my be in the agreements of the particular project.
- Each party is expected to use polite and professional communication, no matter what.
- Everyones' time is “equally precious”. If any party has a responsibility to do something on a
202 specific time and condition, being busy of that party or claiming to be “busy” is not legitimate
203 excuse or reason to not timely perform that obligation.
- We see our clients important and special to us. We try our best to assist, follow the above said
204 and expect the same from the other party.

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211 **Validity or terms**

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213 If any term is voided or unenforceable in this document in any way or due to any reason, other points will
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