



RPS Express Consult Other Terms of Service

Fees. The fee for this consultation is for the number of minutes purchased (either 90 or 180). Any additional hours of consultation must be agreed upon between the AAFP and the Client prior to work occurring and documented in new order form or contract for full RPS consultation services, as appropriate.

Confidentiality. It is the intention of the RPS staff and consultants to keep any reports and/or materials confidential. Materials from individual consults may be included in published releases where aggregate data from other RPS clients are utilized such that specific programs will not be identifiable. However, because copies of the Client's own materials will be available in its own offices, AAFP cannot be responsible for breaches of confidentiality. Therefore, in consideration of the submission of this order form by the Client, and the acceptance hereof by AAFP, each party hereby mutually releases the other and any RPS-provided consultant for any breach of confidentiality of any information, opinions or recommendations relating to the Client and/or the subject matter of consultation collected, produced, or published by RPS.

Notwithstanding anything herein contained to the contrary, it is understood and agreed that the RPS staff and consultants may share information obtained from the Client in the course of the consultation contemplated hereunder with other bona fide RPS consultants provided such consultants agree to maintain the confidentiality of such information.

Limitation on Liability. Also, in consideration of the acceptance of this order form by AAFP, and as an inducement to such acceptance, the Client hereby releases the AAFP and any RPS-provided consultant from any and all loss or liability on account of any claim by, through or on behalf of the Client based upon or arising out of any act done or omitted in good faith by any person in or relating to the performance of the consultation hereby requested.

AAFP's engagement hereunder is for the provision of one or more consultants to provide consultative services and information relevant to the Client's mission and purpose. Any opinions, advice, statements, or information that are expressed in connection with this consultation are strictly those of the RPS consultant(s). AAFP makes no representations or warranties concerning the suitability of such information and services for any particular purpose. In addition, AAFP will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary, or special damages.

Cancellation Policy. If a Client is not available for the Express consult after it has been scheduled with the consultant, they may request to re-schedule one time, upon mutual agreement between Client and consultant. Any subsequent requests to re-schedule by the Client will result in a cancellation of the Express consult, with the following fee assessed as follows:

- \$100 RPS administrative fee.