

Exhibit C – Schedule of Charges and Payment

1. License Fees

<Insert description of License Fees>

2. Implementation Costs

<Insert description of Implementation Costs>

3. Maintenance and Support Fees

The maintenance and support fees for the Licensed Software are as follows:

Year One	\$
Year Two	\$
Year Three	\$
Year Four	\$
Year Five	\$

The annual Maintenance and Support fee for Year One is included in the Total Project Charges and will be paid in accordance with the payment scheduled described in Section 6.1 of this Schedule E. Fees for subsequent years are due on the anniversary date the date of Final.

4. Payments

4.1. **<Insert payment schedule based on schedule of deliverables>**

4.2. The contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of Contractor's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.

4.3. Any cost adjustments to the Contract must be agreed upon by the parties by amending this Contract. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this Contract through the Change Request process.

4.4. Payment will be made by County upon receipt by County of invoices from Contractor. County will be allowed thirty (30) days to process each payment.

4.5. The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. Any payment will be reduced for overpayments or increased for underpayments on subsequent invoices.

4.6. County reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to County by Contractor.

4.7. Reimbursement for Contractor staff travel and travel related costs associated with on-site work done in performance of this Contract will be paid at the GSA Standard rate. Meals will be reimbursed on a per diem basis at the GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by County's Project Manager.

5. Taxes

The fees set forth in this Contract do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of County. Contractor will not submit an invoice not will Contractor collect such taxed from the County.

6. Payment Terms

All payments are due 30 days following County's receipt of an accurate invoice.