



Programming Contract

CLIENT:

<i>Representative:</i>			
<i>Address:</i>	<i>City:</i>	<i>State:</i>	<i>Zip:</i>
<i>Telephone:</i>	<i>Fax:</i>		

PROJECT:

<i>Description:</i>			
<i>Estimated Pgmng Hrs:</i>	<i>x Hrly Rate:</i>	<i>= Total Contract Fees:</i>	<i>Deposit Amt:</i>

I/We, the owner or authorized representative for the organization listed above, hereafter referred to as "Client" authorize ODI Consulting, Inc. hereafter referred to as "ODI" to perform programming work on a contractual basis for the fees listed herein. Programming hours quoted are not guaranteed to be contiguous. Final payment is due upon installation of product on client's system. Upon installation of project on clients' system, a 10-day evaluation period shall commence. Any defects / "bugs" reported within this period shall be corrected within the terms of this contract at no additional charge. Changes or corrections after this time shall be considered enhancements and shall be billed at ODI Consulting, Inc.'s applicable hourly programming rate.

Special Terms -

Collections - I/We understand that all past due accounts may be sent to ODI's collection agency and will be assessed a 1.5% per month late fee on any outstanding balances. Costs incurred for collection of outstanding debt, including reasonable attorney's fees, are the responsibility of the client. Returned checks are subject to a \$20.00 charge.

Limitation of Warranty/Liability - I/We understand that ODI Consulting, Inc. makes no guarantees, beyond those stipulated here in writing, as to our satisfaction or as to the usability of any and all programming performed on or after the date of this contract. We agree that ODI shall not be held liable under any circumstances for any loss or damage, direct, consequential, or incidental arising out of the inability to utilize software/programming products as desired. In no event shall ODI be held liable for any loss of use, revenue, or anticipatory profit due to delays in production or defects within software/programming work performed by ODI. ODI in no way guarantees that

software/programming work will be free from "bugs"/defects within the product. Any defects not reported within the 10-day evaluation period shall be billed on a time and materials basis at ODI's applicable hourly programming rate. Any enhancements requested by the Client after initiation of this contract shall also be billed on a time and materials basis. Further, we have read and agree to the terms and conditions of sale as set forth on the reverse of this document.

No Hire - I/We understand that we have the right to hire employees of ODI only with a resultant hiring fee of \$10,000 paid directly to ODI and due upon first day of employment of any current ODI employees (or future ODI employees hired prior to completion of this contract) with our company. This fee is established to cover loss of use, revenue, and anticipatory profit of said employee until such time as ODI can find and hire a suitable replacement.

Client Representative *(please print name)*

ODI Representative *(please print name)*

Client Signature

ODI Signature

Date

Date

Project Name: _____

The following features are understood to be included in the _____ Project contracted above:

Authorized Rep
Please initial approval