



Time & Materials Service Contract / Prepaid Blocks

CLIENT:

Representative:
Address: City: State: Zip:
Telephone: Fax:

I/We the owner or authorized person of the premises described above, hereafter referred to as "the Client" authorize ODI Consulting, Inc., hereafter referred to as "ODI", to perform service work on a time and materials basis at the hourly rate(s) quoted. Overtime hourly rates apply to all service performed in excess of 8 hours per day as well as service performed on weekend days. Emergency hourly fees may be assessed for services requested with less than 24-hour turnaround and/or on evenings / weekends. Programming/service work will be performed:

- In-office OR
- On-site at the service location listed above.

For on-site programming/service, hours: will will not be calculated and billed to include "portal-to-portal" time (drive time from ODI's office to the location listed above), as well as all work-related hours. "Portal-to-portal" or "drive time" is not included in the estimation of overtime hours, and all "drive time" shall be billed at ODI's applicable hourly rate. Payments will be made by Client in the manner described below, and work orders will be completed by ODI's programmer/technician and signed by the Client's representative at the time of service.

Payment Arrangements -

Prepayment- I/We understand that prepayment of service work will be made for "blocks" of programming time--available in discounted blocks of hours as detailed below. Prepaid time shall be used for service and/or consulting, at the discretion of the client. Daily work orders, completed by the programmer and signed by the client, will be subtracted from these prepaid time blocks. Once prepaid time blocks have been used, additional blocks may be purchased by the client for further support time.

COD Payment- I/We understand that service work shall be billed at ODI's standard hourly rates. Daily work orders, completed by the programmer and signed by the client, will be submitted at the time the service is performed and shall be considered due COD via company check. Should payment not be received by ODI Consulting, Inc. within these terms, support services may be suspended (at ODI's discretion) and client shall be subject to collections terms listed below.

Other Terms - _____

Forum Selection – Client agrees that should any issues arise resulting in litigation, these issues shall be resolved according to the laws of the State of Florida, with venue being proper in Manatee County.

Limitation of Warranty/Liability - I/We understand that ODI Consulting, Inc. makes no guarantees, beyond those stipulated in writing, as to our satisfaction or as to the usability of any and all programming/service work performed on or after the date of this contract. We agree that ODI shall not be held liable beyond the terms of ODI's insurance coverage 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 beyond the terms of ODI's insurance coverage 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 costs incurred due to defects or incompatibilities with third-party (non-ODI) hardware and software shall be paid for by the client on a time and materials basis.

Terms of Payment -

Payment Method - Unless otherwise stipulated in advance by ODI Consulting, Inc., all goods are payable COD (cash on delivery) immediately on receipt by either cash, wire transfer, cashiers check or money order made payable to ODI Consulting, Inc. Established accounts may pay with company check after agreement by ODI Consulting, Inc. Credit and net terms are only established after review of a completed credit application, financial statements and references from your banking institution.

Collections - All past due accounts may be changed to COD status at ODI Consulting's discretion. Accounts past due may be sent immediately to collections, and are assessed a 1.5% monthly finance charge on all outstanding balances. Any costs incurred for collection of outstanding debts, including reasonable attorneys fees, shall be the responsibility of the buyer. Returned checks are subject to a \$35.00 NSF charges.

No Hire - I/We, the Client, agree that we will not hire employees of ODI within three years of the date of this contract. Should this agreement be breached, we agree to pay a lump sum of \$25,000 directly to ODI. 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.

This agreement shall become effective on _____, 2004 and shall remain in effect for the duration of the business relationship with between Client and ODI.

Client Representative (please print name)

ODI Representative (please print name)

Client Signature

ODI Signature

Date

Date

Discount summary for Prepaid Service Blocks			
<i>Block (discount % – approximate)</i>	<i>Std. Onsite</i>	<i>Std. Networking</i>	<i>Std. Programming</i>
NONE	\$75.00 per hr	\$85.00 per hr	\$95.00 per hr
20+hr blocks (5% disc.)	\$71.00 per hr	\$80.50 per hr	\$90.00 per hr
40+hr blocks (10% disc.)	\$67.50 per hr	\$76.50 per hr	\$85.50 per hr
80+hr blocks (15% disc.)	\$63.50 per hr	\$72.50 per hr	\$81.00 per hr