

5000fish – Task Order

This Task Order is entered into by 5000fish, Inc., (“5000fish”) and _____ (“Client”) with an effective date of _____.

Title: _____

Task Order Number: _____

Term: _____ – _____

Fees: _____

Payments: _____

Payment Terms: _____

Terms and Conditions

Acceptance

Client will have a period of 10 business days of acceptance testing for the upgraded system performance, adaptations, customizations and configurations. 5000fish Consultant will work with Client to resolve any errors or problems that surface during acceptance testing.

Change Management

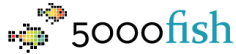
Any changes to the SOW will go through an approval process by both 5000fish and Client before such changes in the scope are implemented. A sample Change Request Form is attached. This form will be completed by the 5000fish PM and will require sign off by an authorized Client representative. A more detailed procedure for Change Management is in the attached Sample Change Request Form.

Service Site

Services shall be performed on 5000fish’s site unless otherwise mutually agreed between 5000fish and the Client. If services are to be performed at the client site, access to the site during the times of service are guaranteed by the client, and refusal of such access shall cause the time during refusal to be considered billable time under the terms and conditions of this contract.

Non-Solicitation

Client will not, either directly or indirectly (except through 5000fish) solicit, hire or contract with any consultant placed with Client by 5000fish during the term of this



Agreement and for the one (1) year period following termination thereof. This provision will survive the expiration or termination of this Agreement and will bind Client and its legal representatives, successors, heirs and assigns. General solicitations made by Client in newspapers, magazines, trade journals or on the internet will not violate the above provision.

Fees for Services

The estimated fee payable for the services defined is _____ which will not be exceeded without the pre-approval of the Client. This estimated fee is a Time and Materials estimate. The Client will be invoiced for actual hours of work performed, in accordance with the rates described within this document. 5000fish makes no representation or warranty the service described herein will be completed within the Estimated Hours or Estimated Fee set forth. 5000fish may distribute the Estimated Hours among different Roles as business requirements dictate, provided the original total Estimated Fee for the engagement is not exceeded. 5000fish will work to utilize consistent staff to minimize re-training time during these phases.

The estimated fee is exclusive of any applicable tariffs, duties or taxes. The Estimated Fee is based on the information supplied to 5000fish by the Client, and if there is a variation in this information, then the estimated effort and cost of the project may change.

Term

The period of performance is from the date of signature through _____. The hours proposed are only available at the agreed upon rates until this expiration date, and may not be carried over to a later timeframe. Upon completion of the project, the parties will conduct a final project closeout meeting or conference call. In this meeting, the Client and 5000fish will determine if both parties have met all of the requirements as outlined.

Expenses

Because all work is to be performed remotely no expenses are expected for this engagement.

Billing

Invoices for services rendered will be presented monthly during the duration of this contract. 5000fish's terms for this Consulting Services engagement are Net 30. Customer shall pay a monthly late charge equal to the lesser of one and one-half percent (1.5%) of the outstanding amount or the maximum amount allowed by law on any invoice rendered by 5000fish that is not paid when due.

Billing Address (or e-mail):

Billing POC: _____



Client Responsibilities

Client is responsible for all licenses, access permissions, warranties or other vehicles granting use of access to software or documentation that 5000fish may use or need in the course of providing support.

Client shall identify one member of its staff who will be the primary point of contact (POC) between Client and 5000fish. The POC will provide detailed directions on the work to be performed, for resolution of conflicts and/or decisions that need to be made by Client, as well as sign-off on work completed.

5000fish's Responsibilities

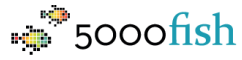
5000fish will, to the best of its ability, provide technical expertise, equipment and/or software to the client as described in the Statement of Work section above. 5000fish will not be responsible for backing up data, nor for loss of any data not backed up by the client. 5000fish's personnel will advise the client of any pending action that may cause loss of data or equipment capacity or faculty.

Warranty

Consultant warrants that it will use commercially reasonable methods to ensure the security and soundness of Client's premises, server, systems, information and website. Consultant shall obey all reasonable instructions and directions issued by Client concerning access to Client's premises and/or systems and in the event that Consultant is provided with keys, codes and/or passwords to Client's premises, equipment, or systems, Consultant shall protect such keys or access devices, and shall return and discontinue use of all such keys and access devices upon request or upon termination of its obligations hereunder. Damage to any Client property, including but not limited to, its premises, server, systems, information or website, which is a result of Consultant's activities while in Consultant's possession or control, shall be the responsibility of Consultant. Consultant agrees to either fully repair or replace any such damage, as soon as practicable, at its own cost upon notice of Client's preference.

Service Limitations

5000fish may suspend the delivery of services if 5000fish reasonably believes that conditions at or in transit to or from the Client's site represent a safety or health hazard to any 5000fish employee, or where in the course of services provided under this contract 5000fish may be put in position of patent, license, copyright or other infringement. The client agrees to hold 5000fish harmless and blameless in the event such infringement occurs while 5000fish is under the direction of the client or the client's designated representative. All client services are provided "as is", and client hereby expressly disclaims any and all warranties, expressed or implied, of any kind or nature with respect to client services including, but not limited to, any warranties of merchantability or



fitness for a particular purpose. The client shall not be liable to 5000fish as a result of any service failure or outage with respect to client services at any time.

ACCEPTED:

5000fish, Inc.

By:

Signature

Title

Date

By:

Signature

Title

Date

ATTACHMENT A

Change Control Procedure

It may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- a) Discretionary changes to a project schedule
- b) Discretionary changes in the scope of a project
- c) Requested changes to the work hours of 5000fish's personnel
- d) Non-availability of products or services which are beyond 5000fish's control
- e) Environmental or architectural impediments not previously identified
- f) Lack of access to client personnel or facilities necessary to complete project

In the event that it is necessary to change this Statement of Work, the following process will be followed:

1. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A PCR may be initiated by either 5000fish or Client based on the situation.
2. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
3. Both Project Managers will review the proposed change and approve it or reject it. If further investigation on the part of 5000fish is requested, in order to determine the scope of the change, any charges for that investigation will be outlined. Both Project Managers will sign the PCR, indicating the acceptance of both parties to the changes, which may affect pricing, schedules, and contractual commitments.
4. Upon acceptance of the change request by both project managers, the scope of work and costs will be modified appropriately, and the changes will be incorporated into the project.
5. The Purchase Order affected by the change will be indicated on the PCR, and the PCR Number will be referenced when invoicing for any additional charges against the PO

A sample Project Change Request is provided on the following page.

Project Change Request

PCR Number_____

Date_____ Party Requesting Change_____

Nature of the proposed change:

Reasons for the change:

Impact of change on project:

Pricing _____

PO to Which Changes will Apply_____

Schedule Changes

Other Impact

This Project Change Request is (circle) Approved Rejected

Signatures:

5000fish Project Manager_____

Client Project Manager_____