

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective as of _____, _____, by and between _____ (“**CLIENT**”), a _____ corporation with offices at _____, and IDM USA LLC, d/b/a dataformat.com (“**Consultant**”), a Florida corporation with a place of business at 3813 State Road 64 East, Bradenton, FL 34208.

WITNESSETH:

WHEREAS, CLIENT desires Consultant to furnish consulting, technical, computer code/data analysis, implementation and integration services (the “**Services**”) and Consultant desires to do so pursuant to the terms and conditions set forth herein, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE 1. SCOPE

Consultant shall perform such Services as CLIENT may request from time to time. CLIENT shall present requests for Services by issuing to Consultant a written Purchase Order, which shall describe all or portions of the Services to be performed. This Agreement does not establish any commitment or contractual obligation on the part of CLIENT to purchase Services from Consultant or any commitment or contractual obligation on the part of the Consultant to provide Services, which shall only be created by the execution/acceptance of a specific PO by CLIENT and Consultant. Each PO issued hereunder which is accepted by both parties shall be governed solely by the provisions of this Agreement and such other additional provisions as may be set forth in writing in such PO. Consultant shall promptly complete the Services in accordance with the terms and conditions, including specification and schedule, in each PO. In the event of any express conflict between the terms of any PO and this Agreement, the terms of the PO shall control.

ARTICLE 2. FEES

Consultant’s time, materials and actual travel related expenses necessarily and prudently incurred in the performance of the Services shall be billed in accordance with the applicable PO.

ARTICLE 3. BILLING

Consultant shall submit invoices according to the schedule set forth in the PO, and CLIENT shall pay correct invoices per the schedule in the PO, or if payment schedule is unstated by the PO, within thirty (30) days following receipt of such invoice. Should CLIENT fail to pay an invoice within forty-five (45) days after receipt of a correct invoice, Consultant may cease furnishing additional Services under the applicable PO until such time as such invoice is paid in full. Consultant’s invoices shall contain such information pertaining to the invoice amount as CLIENT may request.

ARTICLE 4. TERMINATION OR DEFAULT

CLIENT may terminate this Agreement, in whole or in part, at any time by giving thirty (30) days prior written notice to Consultant, but such termination shall not relieve CLIENT of its obligation to pay Consultant for Services performed prior to termination.

If Consultant materially breaches a provision of this Agreement, which breach remains uncured for a

period of ten (10) days from receipt of written notice from CLIENT specifying the breach, CLIENT, at its sole option, may terminate this Agreement or any Purchase Order executed hereunder and exercise such other remedies as may be available to it.

ARTICLE 5. WARRANTY

Consultant warrants that the Services are performed with the usual thoroughness and competence of the software/systems development/analysis/support profession and in accordance with generally accepted software/systems development/analysis/support principles and practices and that the services will conform to all specifications and standards set forth or referenced on the PO (the "**Specifications**") and that they will be fit for any purpose described on the PO.

Consultant further represents and warrants that it is not a party to nor subject to any agreement or order which would limit, prevent or restrict its performance of any Services.

CLIENT shall have thirty (30) days from the successful completion of a PO ("**Acceptance Period**") to confirm that the Services were performed substantially in accordance with the Specifications. Unless CLIENT notifies Consultant in writing during such Acceptance Period that the Services were not performed substantially in accordance with the above-mentioned Specifications, the Services shall be deemed to be accepted. If CLIENT determines that the Services were not performed substantially in accordance with the above-mentioned Specifications, CLIENT must notify Consultant in writing, during such Acceptance Period, of the specific discrepancies. CLIENT and Consultant agree to work together for a period not to exceed thirty (30) days to resolve these discrepancies. If these discrepancies are not resolved to CLIENT's satisfaction within the thirty (30) days, CLIENT has the option of receiving a twenty percent (20%) refund of fees paid to Consultant under the applicable PO.

ARTICLE 6. ASSIGNMENT

Neither this Agreement nor the Services shall be assigned, subcontracted or otherwise transferred by either party without the prior written consent of the other party except that no consent shall be necessary for CLIENT's assignment of the Agreement and its rights and obligations hereunder to a parent, subsidiary, affiliate or successor in interest to the business of CLIENT, or an outsourcer which agrees in writing to be bound by the provisions hereof and no consent shall be necessary for Consultant's assignment of the Agreement and its rights and obligations hereunder to a corporation or limited liability company in which Consultant has a majority interest. This Agreement shall inure to the benefit of and be binding upon CLIENT and Consultant and their respective subcontractors, successors or assigns.

ARTICLE 7. PROPRIETARY INFORMATION

CLIENT may provide Consultant with technical or commercial information relating to it, its operations, business plans, personnel, or financial matters, all of which is hereby designated as confidential and proprietary by CLIENT. Consultant agrees to use any such information solely in the performance of the Services. Consultant shall keep confidential and shall not publish or otherwise disclose, or permit its employees, subcontractors and assigns to publish or otherwise disclose, any such information without CLIENT's prior written approval. Such information shall remain CLIENT's property and Consultant shall return such information to CLIENT upon termination or completion of this Agreement or completion of the Services. Consultant agrees that all its employees, subcontractors and assigns will, upon CLIENT's request, sign a non-disclosure statement. At a minimum, Consultant shall carry out its obligations hereunder using the degree of care that it uses in protecting its own confidential and proprietary information of similar importance.

The following types of information shall not be subject to the requirements of this Article 11: (i) information which is or becomes part of the public domain through no act or omission of Consultant; (ii) information which Consultant can demonstrate was in its possession prior to the execution of this Agreement; (iii) information which Consultant developed independently from any relationship with CLIENT; and (iv) information which Consultant acquired from a third party which did not violate any obligation of confidentiality or trust by disclosing such information.

ARTICLE 8. COOPERATION

1 CLIENT shall reasonably cooperate with Consultant in the performance by Consultant of the Services, including without limitation, providing Consultant with reasonable facilities and timely access to data, information and personnel of CLIENT.

2 CLIENT shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Consultant for purposes of the performance by Consultant of the Services.

ARTICLE 9. *FORCE MAJEURE*

Except for the payment of money, neither party shall be liable for any delays or other nonperformance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, war or civil disturbance, acts of third parties not within such party's reasonable control, or any law, order or requirement of any governmental agency or authority provided; however, that such delay or failure to perform cannot be circumvented by reasonable workaround plans, computer systems disaster recovery services, alternate sources or other commercially reasonable means, and the party whose performance is prevented or delayed gives notice to the other party within forty-eight (48) hours following the force majeure occurrence, and uses its best efforts to recommence performance to whatever extent possible without delay.

ARTICLE 10. LIMITATION ON DAMAGES

1 Neither party will be liable for any claim or demand against the other, its officers, directors, partners, principals, employees, agents or representatives by any third party nor for any amounts representing loss of profit, loss of business or special, indirect, incidental, consequential or punitive damages.

2 Each party's liability for any reason whatsoever arising under or relating to this Agreement, regardless of the form of the cause of action, whether in contract, statute or tort (including, without limitation, negligence), or otherwise, shall in no event exceed in the aggregate an amount equivalent to the purchase price listed on the applicable PO. Each party shall have a duty to mitigate damages for which the other party is responsible.

3 In no event shall Consultant be liable for loss of data or records of CLIENT, it being understood that CLIENT shall be responsible for ensuring proper and adequate back-up and storage procedures.

4 The provisions of this ARTICLE 11 allocate the risks under this Agreement between CLIENT and Consultant and Consultant's pricing reflects such allocation of risk and limitation of liability specified herein.

ARTICLE 11. LIMITATION ON ACTIONS

No action, regardless of form, arising under or relating to this Agreement, may be brought by either party more than three (3) years after the cause of action accrued, except that an action for non-payment must be brought by a party not later than one year following the date of the last payment due to such party hereunder.

ARTICLE 12. GENERAL

1 The failure of either party to exercise any right hereunder or to take any action permitted on a breach by the other party shall not be deemed a waiver of such right or of any other rights in the event of a subsequent breach of a like or different nature.

2 This Agreement and PO and any dispute arising out of or related to either shall be governed by and construed in accordance with the laws of the State of Florida as if both parties were resident therein and all obligations hereunder were performed therein.

3 CLIENT and Consultant acknowledge and agree that each is dealing with the other hereunder as independent contractors. Nothing in this Agreement shall be interpreted as constituting either party as the joint venturer or partner of the other party. Neither Consultant nor any of its employees shall be deemed to be the agents or employees of CLIENT. Except as set forth herein, Consultant shall determine the methods and details of performing the Services and shall adopt its own business policies and procedures.

4 The provisions of Articles 3, 4, 6, 7, 9, 10, 11 and 12 shall survive the termination or completion of this Agreement and shall remain in full force and effect.

The terms and conditions set forth herein or by reference, including any subsequent PO, are intended by CLIENT and Consultant to constitute the final and complete statement of their Agreement and all prior proposals,

communications, negotiations, understandings and representations relating to the subject matter of this Agreement, whether verbal or written, are hereby superseded. No modification or amendment of this Agreement shall be effective unless the same is in writing and signed by both parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DATAFORMAT.COM, INC.

By: _____

Name: Stephen F. Perkins

Title: Managing Director

CLIENT

By: _____

Print Name:

Title: Purchasing Agent