



Embedded Systems Design Lab General Services Agreement

This General Services Agreement between Embedded Systems Design Lab (and parent company The Olivet Group LLC), and _____ (hereafter referred to as “Client”) documents the working relationship between these two companies and describes the terms and conditions under which Embedded Systems Design Lab (hereafter referred to as “Contractor”) will provide certain services, resources, and deliverables on an as-requested basis.

1.) CONFIDENTIALITY

The Contractor acknowledges that information regarding the research, development, and manufacture of Client’s work is of value to Client and as such agrees not to disclose any such information to outside parties with exception of (a) relevant information being given to subcontractors the Contractor may utilize in performing the design, and (b) relevant information being given to authorized representatives of component manufacturers and distributors (such as Field Applications Engineers) as required for component design assistance. Information already in the public domain, or that comes into the public domain through no fault of Contractor, is exempt from this agreement. This confidentiality clause is intended to serve as a binding Non-Disclosure Agreement between Contractor and Client, permitting the free flow and protection of all information necessary to implement the contract work.

Recipient of confidential information shall maintain in strict confidence, using the same degree of care used for their own confidential information, all relevant materials for a period of five years from the date of last service of Client to Contractor.

2.) INDEPENDENT CONTRACTOR

It is understood that Contractor is an independent contractor to Client, and is not an employee or an agent of Client. Any debts, obligations, or liabilities of Client can in no way be transferred to Contractor. Contractor has the right to determine the best means of servicing the Client’s needs pertaining to the project, and Contractor has exclusive control and knowledge of any and all subcontractors utilized in behalf of Client.

3.) MODE OF SERVICE

Client agrees to hire Contractor on an hourly time & materials basis. Work will proceed at a mutually determined pace and direction as determined by Client's needs. A description of services rendered and items purchased will be delivered to Client weekly with the expectation that any concerns or questions be addressed immediately. Since Contractor's only mode of work is time and materials, it is understood that any estimate or prediction of results is non-binding. Timelines can and will be utilized by Contractor for use in measuring milestones and charting progress, however dates affixed to timelines are in no way representative of a guarantee of completion of any or all of Client's project. In exchange, it is understood that Client's specifications and requirements may change throughout the course of the project and consequently the course of implementation may change to best serve the new requirements.

4.) OPTIONAL POST-DESIGN PRIORITY SUPPORT

Contractor typically works for several clients simultaneously on a first come, first served basis. Some clients may however require a more rapid response outside of their contracted work session, in particular for assistance with a recently deployed or ongoing project having Contractor involvement. An optional priority support plan is available, offering the following two benefits: (a) a minimum of four hours per week will be allocated to a Client's need starting no later than 14 days from the date of request (these hours will be billed at Contractor's standard hourly billing rate; depending on Contractor's workload, more hours may then be made available if needed.) Secondly, (b) client will receive up to 1 hour per week of non-billed e-mail support, allowing Contractor to follow along with Client and more rapidly provide ongoing support to Client. Additional hours beyond this one hour per week will be billed at Contractor's standard hourly billing rate. Cost for this optional priority support is \$1000 per month, and is available in 3 month pre-paid increments.

5.) PAYMENT

Client agrees to pay both for time spent and materials purchased by Contractor on behalf of Client. Contractor will invoice Client on a weekly basis for time and materials. Client will be billed at an hourly rate of \$94. Materials purchased for Client will be billed at cost plus a 15% fee for accounting and purchasing administration. All invoices are due in 15 days. Failure of Client to pay an invoice within 21 days of invoice date will result in immediate work-stop on Client's project, at which time any items pertaining to Client's project including files, deliverables, copyright, components, or any other item of value will be retained by Contractor for a period of 30 days during which Client must bring their balance current in full. If Client fails to bring their balance current in full within 30 days of work-stop, Contractor has right to sell or liquidate held items in an effort to bring Client's invoice current. Contractor also has right to use other means to collect the amount owed in addition to costs associated with Client's failure to make payment.

If Contractor is forced to perform a work-stop due to non-payment, work can only proceed when all past due invoices are paid in full. In addition, under this circumstance work for Client can only be performed on a pre-paid basis, with weekly invoices drawing from a deposit sufficient to cover each week's work, paid to Contractor by Client.

6.) HOLD HARMLESS

Client shall indemnify and hold Contractor and all subsidiaries, parent companies, employees, agents, and subcontractors harmless from any and all claims, actions, proceedings, costs, damages, and liability, including reasonable attorney's fees arising out of, connected with, or resulting from any design services, manufacturing work, engineering services, component assembly, or other work or services whatsoever undertaken by Contractor on behalf of Client.

7.) DELIVERABLES

Contractor agrees that Copyright to all files, including but not limited to firmware, schematic, and printed circuit board (PCB) files will become property of Client upon completion of work and successful payment of all outstanding invoices.

Any hardware, software, or other product delivered to Client is considered to be an experimental prototype and must be qualified and tested by Client for use in any given application. No warranty of suitability of design for any particular application is expressed or implied by Contractor. Client agrees to take sole responsibility for any and all use made of deliverables given them by Contractor, including but not limited to liability for damages or other consequences resulting from such use.

8.) PERFORMANCE OF DESIGN

The firmware, hardware, circuitry, documentation, functionality, and all other related items resulting from execution of this agreement and subsequent work of Contractor for Client will be guided and managed by Client. Throughout the development process the Client may have access to source and programming files for the purposes of testing and evaluation. At all times Client bears the full responsibility of determining whether the design's performance, functionality, reliability, and operation suits the needs of their particular application. When Client is satisfied with the design performance, and has verified operation under all circumstances that Client deems necessary for testing, Client is free to begin production at volumes they feel prudent. At no time shall Contractor be held liable for any damage, loss, or consequence resulting from performance of the design, or failure of the design to perform, regardless of the cause.

9.) DESIGN TOOL TRAINING

Contractor will provide completed design files in original source format to Client upon completion and payment of project. Client is welcome to install and learn the industry-standard design tools utilized by Contractor in the development of their design, and also to make future maintenance and feature modification updates themselves if desired. However, due to software tool configuration and operational complexity, Contractor is unable to assist Client in learning or utilizing these design tools, the languages they operate with, or the structure and operation of Client's deliverable.

10.) REGULATORY COMPLIANCE

Contractor does not warrant that work performed for Client will or will not meet regulatory compliance for agency marks including but not limited to FCC, CE, FDA, UL, or RoHS. Contractor can assist client, as mutually agreed, in a time and materials basis to help client gain compliance where needed, or Client may utilize a 3rd party to assist in regulatory certifications.

11.) REQUESTED TRAVEL

As the need arises and is mutually agreed between Contractor and Client, Contractor may occasionally need to send an employee or agent to a specific location as previously agreed to with Client. Time away from the office, including travel time, working time, and down time will be billed at a minimum of 8 hours per day. All travel expenses, plus 15% administrative fee for expenses, will also be billed to client.

12.) RIGHT TO ENGAGE IN OTHER ACTIVITIES

Client acknowledges and agrees that Contractor may provide product or services to other clients while performing services for said Client. Subject to the restrictions of confidentiality as set forth in the above Confidentiality clause or a previous Non-Disclosure Agreement, Contractor retains the right to develop products for themselves or others.

13.) LEGAL FEES

All legal fees incurred by Contractor resulting from legal activity initiated by Client are to be reimbursed by Client to Contractor. In addition, legal fees incurred by Contractor in an effort to resolve unpaid invoices to Client are to be reimbursed by Client to Contractor.

14.) JURISDICTION

Any dispute, controversy, or claim arising out of, or in connection with, this agreement will be conducted in Stone County, Missouri. This agreement shall be governed by the laws of the state of Missouri.

15.) LEGALLY BINDING SIGNATURES

This agreement is made effective by both parties, Client and Contractor, signing below.

Parties signing below acknowledge they have full power to enter their company into this agreement.

Client Authorized Signature *Title* *Date*

Contractor Authorized Signature *Title* *Date*