Terms AND CONDITIONS

Please review and initial the terms listed below. A Statement of Work based on this proposal (or Letter of Engagement) will be drafted created following an agreement, NDA signed and all Client’ name billing information collected.

1. Service Period. The Service Period of this estimate shall commence upon approval using a Purchase Order. This estimate dated \_\_\_\_\_\_\_\_\_\_, 2012, is valid for approximately 30 days (expires \_\_\_\_\_\_\_\_\_, 2012). \_\_\_\_\_\_\_\_ [initial]
2. A credit approval may be needed to set up payment terms. Otherwise, payment in full at the start may be required. \_\_\_\_\_\_\_\_ [initial]
3. Payment --- This engagement involves a fixed-cost contract (or Time and Materials) that is based on the Cost and Deliverables table. Invoices will be submitted in two stages:
   1. 50% upfront to kick-off project (~$xx,xxx)
   2. 50% upon completion of deliverables and training (~$xx,xxx) this could be Time and Materials at an hourly rate depending on how the PM wants the contract to read.
   3. All expenses and training materials will be invoiced within two weeks of occurrences
   4. Any additional costs/deliverables will be managed through a change control process and payment will only be rendered for those costs/deliverables that have been authorized by Client contact person \_\_\_\_\_\_\_\_ [initial]
4. As compensation for fulfillment of Advisicon’s obligations outlined in this proposal (or Letter of Engagement), and detailed in a separate invoice, Client’ name shall compensate Advisicon for consulting services and training. \_\_\_\_\_\_\_\_ [initial]
5. Advisicon invoices bi-weekly. \_\_\_\_\_\_\_\_ [initial]
6. Client’ name agrees to remit payment for invoiced services at the completion of each pre-defined work deliverable (or as time and material), with expected payment of net 15 days with a 1.5% penalty for late payment. IN WITNESS WHEREOF, the parties hereby execute this proposal as of the date set forth below. \_\_\_\_\_\_\_\_ [initial]
7. Upon review and agreement to these conditions and payment terms, Advisicon will issue a Letter of Engagement and a Customer Purchase Order will be issued to Advisicon to kick off the project. \_\_\_\_\_\_\_\_ [initial]
8. Invoices shall be considered accepted by Client’ name as a correct reflection of services rendered unless Client’ name notifies Advisicon of a billing dispute in writing within three (3) business days upon receipt of the invoice. \_\_\_\_\_\_\_\_ [initial]
9. Client’ name acknowledges and agrees that initials on this page constitutes receipt acknowledgment of this proposal/statement of work, and agrees to be bound herein as described within the contents of this proposal/statement of work. \_\_\_\_\_\_\_\_ [initial]
10. Please send any questions to \_\_\_\_\_\_\_\_\_\_\_\_\_ ([??????????@advisicon.com](mailto:??????????@advisicon.com)/866-362-3847).

In the event of suit over nonpayment, the prevailing party is entitled to its costs, expenses, and reasonable attorney fees’ (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which that party may be entitled.

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of Washington, excluding principles of conflict of law. For all disputes relating to this Agreement, each party consents to the jurisdiction of the courts of the State of Washington and agrees that those courts have personal jurisdiction over each party. Venue for all disputes must be in Clark County, Washington