

AGREEMENT TO PROVIDE SERVICES

This Agreement to Provide Services ("Agreement") is made by and between Fallah Microanalytical Laboratory, LLC, dba IDEHL, (the "Company" or "IDEHL"), 18372 Redmond-Fall City Road, Redmond, WA 98052 and _____ ("Client"), _____ (address). This Agreement is effective from the date indicated below (under "Execution") until it is completed by performance or otherwise terminated by the Parties as allowable hereunder.

WHEREAS Client desires to retain the Company to perform the Services described herein;

WHEREAS, the Company desires to provide the services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

I. PROFESSIONAL SERVICES

The Company agrees to perform the Services described below in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

Services:

(a) _____

(b) _____

II. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

III. PAYMENTS

The total contract price for the Services shall be determined according to the attached Rate Schedule, or according to an agreement between the Company and the Client, to be set forth on the last page of this Agreement. Payment in advance is required for all Clients except those whose credit has been established with IDEHL. Any invoice not paid within 30 days shall be deemed past due and subject to interest at 1% per month. The parties agree that this late charge is a reasonable estimate of the damage IDEHL will incur if amounts due are not paid on time. The late fee shall be compounded monthly. Client agrees to pay all attorneys' fees and costs and any other collection costs incurred by IDEHL as a result of Client's failure to pay all amounts due on time.

Client agrees to pay any sales tax, use tax, or similar tax, if any, on all Services provided hereunder.

IV. CLIENT LITIGATION

If IDEHL is requested to produce documents, witnesses, or general assistance pursuant to a litigation, arbitration, or mediation in support of the Client, and to which IDEHL is not an adverse party, the Client shall take reasonable efforts to ensure that IDEHL is reimbursed for all direct expenses and time in accordance with IDEHL's current Rate Schedule.

V. PERFORMANCE WARRANTY AND REMEDY

The Company warrants that all Services provided hereunder will conform to the specifications of, and will be performed consistent with generally prevailing professional and/or industry standards. Client must notify The Company in writing of any deficiencies under this section within thirty (30) days of project completion in order to qualify for warranty remedies hereunder.

VI. DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, The Company makes NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event will the Company be liable for any indirect or incidental damages, even if the Company has been advised of the possibility of any such damages, and regardless of whether such damages are sustained based upon an alleged breach of contract, negligent act, or omission.

VII. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by IDEHL remain the property of IDEHL. IDEHL does not grant the Client any right or license to any such intellectual property.

VIII. CONFIDENTIALITY

IDEHL shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to IDEHL by the Client under this Agreement.

IX. INDEMNIFICATION

Each party shall defend, indemnify, save, and hold the other harmless from any and all demands, liabilities, losses, costs, and claims (including reasonable attorneys' fees) asserted against the other, and/or its agents, clients, officers, and/or employees, that may arise or result from any actions taken by the indemnifying party under this Agreement.

X. FORCE MAJEUR

The Company shall not be liable for delay in delivery and/or performance of Services, and is excused from any failure to deliver and/or perform due to causes beyond its reasonable control.

XI. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the Parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either Party except to the extent incorporated by this Agreement.

XII. DELIVERY OF COMMUNICATIONS

All notices and other communications required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with postage and charges prepaid. Electronic mail is an acceptable means of communication and all e-mail communications shall be sent to the e-mail addresses below.

All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

If to The Company: Payam Fallah Moghadam
Fallah Microanalytical Laboratory, LLC, dba IDEHL
18372 Redmond-Fall City Road
Redmond, WA 98052

If to Client: Name: _____
Address: _____

XIII. DISPUTE RESOLUTION

Parties' Good Faith Attempt to Resolve Disputes. The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in this Agreement, shall be settled first by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner.

XIV. GOVERNING LAW & JURISDICTION

This Agreement shall be governed in accordance with the laws of the State of Washington. Each Party (a) consents to the exclusive jurisdiction and venue of the federal and state courts located in King County, Washington; (b) waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and (c) agrees not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

XV. ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

XVI. MISCELLANEOUS

(a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of this Agreement.

(b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be

unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.

(c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.

(d) The Company is an independent contractor, and neither the Company nor The Company's staff shall be deemed employees of Client.

XVII. TERMINATION

This Agreement may be terminated by either party on not less than thirty (30) days' prior written notice. In the event of such termination, Client shall pay the Company for all Services performed prior to Notice of Termination. All time logged by the Company on the project, including development, meeting(s), phone conference(s), and travel time shall be invoiced at the Company's standard hourly rate. If, upon termination, the amount Client owes to the Company exceeds the amount already paid to The Company, Client shall remit the balance owed within 30 days of receiving the invoice therefor.

This Agreement may be terminated by written notice by either Party for material breach of this Agreement, provided the terminating Party has given the breaching Party at least 14 days written notice of, and opportunity to cure such breach. Termination for breach does not constitute waiver of any other rights or remedies the non-breaching party may have for breach of this Agreement.

XVIII. EXECUTION

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall have the same force and effect as an original.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed at on the date indicated above.

Payam Fallah Moghadam
Fallah Microanalytical Laboratory, LLC
dba IDEHL

Client Name:
Company Name: