



Time and Materials Service Agreement
For Independent Sub-Contractors

This agreement made on date between

Abator Information Services, Incorporated, referred to as ABATOR,

AND

*, for the services of: *, referred to as CONSULTANT;

(OR with NAME, referred to as CONSULTANT when not using a business name)

to fulfill an ABATOR project with:

*, referred to as CLIENT.

TERM: This contract will become effective on or about date and will expire on or about date (approximately 000 hours), with the potential for future contract extensions. In the event of de facto extension(s), the terms of this agreement will remain in effect.

RATE: ABATOR agrees to remit to CONSULTANT the rate of \$ 00.00 per CLIENT approved billable hour.

TRAVEL EXPENSES: All expenses related to travel and temporary living at the primary project location shall be the sole responsibility of CONSULTANT. In the event that CLIENT requires CONSULTANT to travel to another project-related location, CLIENT and ABATOR shall establish and communicate reimbursement guidelines to CONSULTANT prior to commencement of such travel.

TERMINATION: This agreement may be terminated by either party, without cause by giving fifteen days written notice to the other. Such termination shall not prejudice any remedy which either party may have against the other either at law, in equity or under this agreement.

TERMINATION PENALTY: Should CONSULTANT voluntarily leave contract early, with insufficient notice (excluding illness or other extenuating circumstances acceptable to ABATOR), a penalty of forty (40) hours will be collected by ABATOR from contract payments otherwise owed to CONSULTANT.

SCOPE/DIRECTION: CONSULTANT shall perform services for CLIENT pursuant to the contract between ABATOR and CLIENT. These services shall include, but are not limited to: TASKS. The entire direction, scope, control and interpretation of any systems work to be performed by CONSULTANT shall be made exclusively by CLIENT.

CONSULTANT shall perform the services at any designated site of CLIENT. The job site is to be determined exclusively between ABATOR and its CLIENT. It is understood that the primary site shall be CLIENT's facility in CITY, STATE. CLIENT shall provide the facilities and services necessary to the successful completion of this effort.

CONSULTANT shall devote as much of his/her productive time, ability and attention to CLIENT as required by CLIENT during the term of this agreement.

ENVIRONMENT: Subject to CLIENT changes, the project and its environment is understood to be: HARDWARE & SOFTWARE & TOOLS IN USE.

CONFIDENTIALITY/NON-COMPETE: CONSULTANT covenants and agrees as follows:

1.1 CONSULTANT shall not for a period of ninety days immediately following the termination of this agreement either directly or indirectly call on, solicit or take away any of ABATOR's clients on whom CONSULTANT calls or with whom CONSULTANT became acquainted during the term of this agreement with ABATOR, either for him/herself or for any person(s), firm(s) or corporation(s), without the express written approval of ABATOR.

1.2 CONSULTANT shall not for a period of one year immediately following the termination of this agreement either directly or indirectly:

1.2.1 Make known to any person, firm or corporation the names and addresses of any ABATOR clients, employees or agents or any other information pertaining to ABATOR.

1.2.2 All records of the accounts of ABATOR and any other records and books relating in any manner whatsoever to the business of ABATOR shall be the exclusive property of ABATOR regardless of who actually purchased or prepared the book of record. All such books and records shall be immediately returned to ABATOR by CONSULTANT upon termination of this agreement.

1.3 CONSULTANT hereby assigns to CLIENT any right, title and interest on any invention or idea, patentable or not, hereinafter made or conceived jointly with CONSULTANT, while working on CLIENT'S project, which relates in any manner to **the actual or anticipated business or research and development efforts of CLIENT**, as suggested by or results from any task assigned to CONSULTANT or work performed by CONSULTANT for or on behalf of CLIENT. (This paragraph may be modified to exclude pre-existing and/or on-going development of software, utilities or programs owned by CONSULTANT.)

CONSULTANT RESPONSIBILITIES:

1.4 CONSULTANT shall at all times be deemed an independent subcontractor and she/he/it shall do nothing to create a principal/agent or employer/employee relationship with respect to her/him/itself and ABATOR and or its CLIENT. CONSULTANT shall have no authority to bind or obligate ABATOR or its CLIENT in any way whatsoever, or to accept service of process in their behalf.

1.4.1 Benefits: CONSULTANT acknowledges and agrees that it is an independent contractor acting on its own account. CONSULTANT agrees that neither it nor its personnel are employees of ABATOR or CLIENT, or entitled to any benefits provided or rights guaranteed by ABATOR or its CLIENT, or by operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plans, health plans, stock options and the like.

1.4.2 All taxes applicable to any amounts paid by ABATOR to CONSULTANT under this agreement shall be his/her/its liability and neither ABATOR or its CLIENT shall withhold nor pay any amounts for Federal, State or Municipal income tax, Social Security, Unemployment or Workmen's Compensation. In accordance with current law, ABATOR shall annually file with the Internal Revenue Service a form 1099 MISC., U. S. Information return for recipients of miscellaneous income, reflecting the gross annual payments by ABATOR to him/her/it, net of any reimbursed expenses incurred by him/her/it on behalf of ABATOR, pursuant to this agreement. CONSULTANT hereby acknowledges his/her/its personal income tax liability for the self-employment tax imposed by Section 1401 of the Internal Code, and the payment, when applicable, of estimated quarterly Internal Revenue Service forms 1040ES, declaration of estimated tax by individuals. Upon request by ABATOR, CONSULTANT agrees that she/he/it will provide documentation evidencing compliance with all applicable Federal, State and Municipal income tax and/or self-employment tax laws in regard to amounts received under this agreement.

1.4.3 CONSULTANT shall at his/her/its own expense procure and maintain comprehensive general liability and worker's compensation insurance, and provide a certificate of insurance upon ABATOR's written request.

1.4.4 CONSULTANT shall indemnify and hold ABATOR and CLIENT harmless for and against any claim, suit or other action whether to person or property, whether injury or damage arising out of services or work to be performed under this agreement while CONSULTANT is on the premises of ABATOR or CLIENT (excluding catastrophic events resulting from acts of terrorism against CLIENT on CLIENT's property or from significant CLIENT negligence), including but not limited to injury and damages to CONSULTANT and property.

1.4.5 CONSULTANT shall complete ABATOR or CLIENT project status reports and CLIENT authorized time sheets at the conclusion of each week. Such reports shall be delivered to Abator bi-weekly via U. S. MAIL, electronic mail or fax. CONSULTANT shall call his/her hours into the Pittsburgh office each Monday prior to 12 noon Eastern Time.

1.4.6 Records: CONSULTANT shall maintain complete and accurate accounting records to support and document all charges such as hours, billing rates and travel expenses where authorized to ABATOR under this contract. Such records shall be maintained for a period of at least two (2) years following the termination or completion of

this contract. An ABATOR accounting representative shall have access to such records upon reasonable notice for purposes of audit during normal business hours, for so long as such records are required to be maintained.

ABATOR RESPONSIBILITIES:

2.1 ABATOR shall be responsible for the handling of all administrative matters relating to this project: CLIENT billing, CLIENT interface (administrative), and CONSULTANT's compensation.

2.1.1 Invoicing/Payment: CONSULTANT shall submit invoices with each weekly time sheet. ABATOR shall make payment on invoices every other Friday according to its normal accounts payable schedule following a two week delay.

2.1.2 ABATOR will make advance payments on invoices when deemed necessary between CONSULTANT and ABATOR.

2.1.3 CLIENT shall advance/reimburse CONSULTANT for any travel expenses incurred at the request of CLIENT, according to CLIENT's then published or oral expense reimbursement policy.

2.2 In accordance with federal tax laws governing independent subcontractor status, ABATOR reserves the right to hold CONSULTANT financially liable in the event CLIENT refuses payment for services. This liability is limited to CLIENT denied hours at the then current CONSULTANT remittance rate per hour.

CONCLUSION: This agreement may not be modified except in writing, signed by authorized representatives. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and all actions, regardless of who brings such action, must be litigated in the Commonwealth of Pennsylvania.

For *:

By:

Social Security Number:

Federal Tax ID#:

Date of Birth:

Date:

e-Mail address:

Consultant ID#:
Customer ID#:
Contract ID #:

For Abator:

By: Joanne E. Peterson
President & CEO
Date