



OMNIDUCT SERVICE AGREEMENT

THIS AGREEMENT is entered into between _____ (the "Client") and ECB Corp. dba OmniDuct ("OmniDuct"). OmniDuct and the Client defined also as the "Party" and collectively as the "Parties."

RECITALS

A. The Client is engaged in the business of providing a range of services for the construction & facility industry in the United States (the "Business").

B. OmniDuct is engaged in the business of providing "take-off" services for customers in the HVAC industry including, but not limited to, OmniDuct's use of engineering drawings provided to them by contractors and/or design engineers to specify the quantity and type of mechanical duct systems and related items required for a project and to assess compliance with industry standards (the "Services").

AGREEMENT

1. SERVICES.

1.1 Services Provided and Time for Performance. Client shall provide engineering drawings and blueprints relating to the HVAC requirements of a construction project (the "Drawings"). Upon receipt of the Drawings, OmniDuct will prepare the documents and reports as outlined in the Sample Deliverables Package found on www.bidworkz.com/deliverables, for the required mechanical duct systems and associated items.

1.2 Change Orders. Any changes to the Services shall be proposed by the Client and submitted to OmniDuct in writing (the "Change Order"). OmniDuct shall complete the Change Order in the same manner as prescribed for Services in this Agreement.

1.3 Acceptance of Work Product. The work product provided by OmniDuct to the Client (the "Work Product") is subject to mandatory review and approval by the Client and shall be deemed the Work Product of the Client. The Client shall accept or reject the Work Product within 3 days following receipt of the Work Product from OmniDuct (the "Acceptance Period"). The Client may only reject the Work Product if OmniDuct has not performed the Services as outlined in the Sample Deliverables Package found on www.bidworkz.com/deliverables or (ii) OmniDuct has not prepared the Work Product with the specifications required in the Drawings as noted solely from the results of the Client's mandatory review. If the Client fails to notify OmniDuct of its acceptance or rejection of the Work Product on or before the end of the Acceptance Period, the Client will be deemed to have accepted the Work Product. Any rejection thereof shall be accompanied with a detailed written description of the reason for said rejection. OmniDuct shall have the

right to correct any deficiencies in a reasonable time and to resubmit the Work Product to the Client for approval as noted above.

2. CONSIDERATION. To the extent that consideration is to be charged for the Services, OmniDuct shall receive, as consideration for the Services (the "Consideration"), a fee based on the number of hours incurred for Services. In such situations, prior to commencement of work, OmniDuct shall bill Client for hours required to complete the Services, based on OmniDuct's then current rates. If prior to commencement of the Services, the Client fails to pay the Consideration to OmniDuct, OmniDuct shall have no requirement for further performance hereunder.

3. ADDITIONAL TERMS AND CONDITIONS. This Agreement is subject to and incorporates the OmniDuct standard terms and conditions as set forth at www.omniduct.com/standardterms.

This Agreement is adopted and made effective this ____ day of _____ 20__.

[Client name]

ECB Corp. dba OmniDuct

By: _____

By: _____

_____, _____
Printed Name (Officer Title)

_____, _____
Printed Name (Officer Title)