This document represents an agreement between Karl E. Wiegers, Principal Consultant at Process Impact (the Consultant), and [CLIENT] (the Client) regarding software engineering consultation services.

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| **Services** | The Consultant agrees to provide off-site consulting services to Client. The purpose of this consultation is to review and provide recommendations for improvements in [WHATEVER], to provide telephone and e-mail coaching and consulting services, and to address related topics as requested by Client. As appropriate or as requested, the Consultant will deliver a written summary of recommendations. The contact person at Client is [CONTACT]. |
| **Confidentiality** | The Consultant warrants that any information revealed to him by employees of Client will be held in confidence and will not be divulged without permission from Client to anyone outside Client. |
| **Financials** | Client agrees to pay a fee of $XX per hour for these consulting services, billed in quarter-hour increments. The Consultant will submit an invoice to Client at the end of any month during which services were provided, and Client will pay the Consultant within 30 days after receipt of the invoice. Interest on past due accounts shall accrue at a rate of 1 percent per month or portion thereof. |
| **Guarantee** | If Client determines that the services provided do not satisfy their expectations, the Consultant will provide a full or partial refund of the consulting fee. |
| **Employment Status** | The Consultant and Client agree that the Consultant is not an employee of Client, but is providing services as an independent professional consultant. |
| **Limitation of Liability** | The Consultant shall not be held liable for any loss or lack of benefit ensuing from application of the advice or recommendations presented during this consultation. |

Accepted:

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**Process Impact Date [CLIENT] Date**