

ComputAbility LLC

ENGAGEMENT LETTER

In this letter, first-person references such as “I,” “me,” “we,” “us,” “mine” and others refer to ComputAbility LLC, a Washington State registered Limited Liability Company. Second-person references such as “you,” “your” and others refer to the recipient of this letter. References to “each of us” or similar indicate both you and me.

The purpose of this letter is to explain the terms and conditions under which I provide services to you. By engaging my services after reading this letter, you expressly consent to the terms of this letter, and you understand that if you do not so consent that I am unwilling to provide services to you.

The essence of my service to you is my expertise made available to you at your request for a certain amount of time, for which I bill you and you agree to pay a certain hourly rate. This hourly rate assumes that I will be paid by you at the time I provide my services to you, and you understand that additional charges will apply if I must bill you or if I am not paid at the time I provide my services to you.

I will do my best to estimate how long individual tasks will take. However, you understand that there are many unknowns, and that the estimates I provide to you are not binding. You may direct that I stop work after a certain amount of time, and I will accept such direction; however, regardless of if any task or tasks remain incomplete at the expiration of that time, you understand that this does not affect your obligation to pay my charges for the time spent.

The time for which I bill you is not restricted to the time spent at your location, but includes any time that I am actively working on tasks for you, including without restriction programming, analysis, conferences, teleconferences, acquisition of hardware or software, travel time, and any other time spent by me and/or my personnel on your behalf.

Generally, I do not sell hardware or packaged software (“third-party products”), and therefore if you ask me to acquire third-party products for you, I do so as your agent, and you agree to reimburse me for my expenses related to such purchases upon request, and each of us agrees that your reimbursement to me does not constitute a sale. Moreover, I do not offer any warranty whatsoever for any third-party products, regardless of whether I recommend that product to you or anyone else, and my time spent dealing with them on your behalf is chargeable as any other billable time.

I may add charges for travel time to and/or from your location, in addition to any travel expenses I necessarily incur, and you agree to pay these charges and expenses. In addition, you agree that I may set a minimum charge per visit to your location.

You understand that the services I perform may result in loss of data from your computer systems or other hardware, software or devices. You agree that the safeguarding of important data by means of backup or other method is your sole responsibility, and you agree that I will have no liability to you for any data loss in any way connected with my services.

Each of us agrees that information identified as “confidential information” shall not be revealed to any other party except as strictly necessary in the course of the work performed, and that other parties to which the information is to be revealed shall agree similarly to hold the information confidential before such revelation. Information which is in the public domain or which is independently developed shall not be considered confidential.

You understand that I have multiple clients, and that because of this I schedule my time to provide the best possible service to all my clients. Because of this, and because we agree that there is no employment relationship between you and me, you agree that you have no expectation that I will spend full time, or any specific hours, on tasks for you except as necessitated by the nature of the tasks, or that I will perform any task in any specific manner or that I will be required to hire any particular person in order to accomplish it.

If you are not an individual, you will designate one or more individuals who have the authority to assign tasks to me, and you agree that my charges for such tasks will be paid.

Each of us agrees that any disputes which cannot be settled by amicable discussion will be settled by arbitration under the rules of the American Arbitration Association, at a location within Chelan County, Washington State, that the decision of the arbitrator will be binding, and that the losing party will bear the costs of the arbitration. However, you agree that my liability for any and all purposes, excluding willful misconduct, shall be limited to the total amount paid by you to me over the seven days preceding the cause of action.

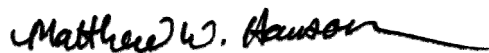
I may accept partial payments of my invoices, and you agree that in so doing I will not be bound by restrictive endorsements or other legends which purport to modify invoices, reduce amounts billed to you by me, or change the terms of this letter, and you specifically disclaim any such restrictive endorsements or legends.

You agree that you will pay any and all taxes, except income taxes, imposed or assessed because of the services I perform for you, including but not limited to sales or use taxes. I will be responsible for any taxes or penalties assessed by reason of any claims that I am your employee, and each of us specifically agrees that I am not your employee.

The hourly rate for my services will be disclosed to you in advance of the services being provided, and I may change this rate for future services upon ten days verbal or written notice. I may change the terms of this letter by posting the changes to my web site (computability.biz), and you agree that such changes shall replace conflicting terms of this letter as of the date of posting.

Should you have any questions concerning the terms of this letter, please feel free to contact me.

Very truly yours,



Matthew W. Hanson
President, ComputAbility LLC

I acknowledge receipt of a copy of this letter, and agree to its terms and conditions.

Signature

Phone number

Print Name

Company/Organization (if applicable)

Date

E-mail address