

## ComputAbility LLC

### ENGAGEMENT LETTER

In this letter, first-person references such as “we,” “us,” “mine,” “our,” 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 us.

The purpose of this letter is to explain the terms and conditions under which we provide services to you. By engaging our 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 we are unwilling to provide services to you.

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

We will do our best to estimate how long individual tasks will take. However, you understand that there are many unknowns, and that the estimates we provide to you are not binding. You may direct that we stop work after a certain amount of time, and we 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 our charges for the time spent.

The time for which we bill you is not restricted to the time spent at your location, but includes any time that we are actively working on tasks for you, including without restriction programming, systems administration, analysis, conferences, teleconferences, acquisition of hardware or software, travel time, and any other time spent by us on your behalf.

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

We 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 we may set a minimum charge per visit to your location.

You understand that the services we 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 we will have no liability to you for any data loss in any way connected with our services.

You agree that you, and you alone, are responsible for possessing and maintaining necessary software licenses. You also agree that we assume no liability for claims arising from non-licensed software installed on your devices.

In the course of providing services to you, we may create scripts, website programs and designs, computer code and other “intellectual property”. You agree that we retain copyright to all works we create for you. No works shall be considered a “work for hire” unless each of us agrees in writing.

Each of us agrees that information specifically 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 we have multiple clients, and that because of this we schedule our time to provide the best possible service to all clients. Because of this, and because we agree that there is no employment relationship between you and us, you agree that you have no expectation that we will spend full time, or any specific hours, on tasks for you except as necessitated by the nature of the tasks, or that we will perform any task in any specific manner or that we 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 our 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 Kittitas 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 our liability for any and all purposes, excluding willful misconduct, shall be limited to the total amount paid by you to us over the seven days preceding the cause of action.

We may accept partial payments of our invoices, and you agree that in so doing we 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.

Our standard hourly rate for services is \$85 per hour. We may change this rate for future services upon ten days verbal or written notice. We may change the terms of this letter by posting the changes to our web site ([www.computabilityllc.com](http://www.computabilityllc.com)), 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.

Best regards,



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