

Engagement Letter



In this letter, first-person references such as “I,” “me,” “we,” “us,” “mine” and others refer to TechPal LLC, a partnership. Second-person references such as “you,” “your” and others refer to the client. 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 or if we are not paid at the time we provide our services to you. We may offer to you a discount rate for hour pre-purchased in bulk ahead of time.

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, analysis, conferences, teleconferences, acquisition of hardware or software, travel time, and any other time spent by us on your behalf. All phone support is billed in 15 minute increments at your prevailing rate. Remote support, where we are taking control of your equipment is billed in 30 minute increments, also at your prevailing rate.

We do not sell hardware or software with the exception of Daylite & LightSpeed, 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 me does not constitute a sale.

During normal business hours our minimum appointment is 1 hour and after hours/weekends is 2 hours. If you are located between 25 - 100 miles from our location, we have two hour minimum at all times, for clients beyond the 100 mile range, we have a 2 hour minimum plus mileage charges. For long distance and out of state clients we may add charges for travel time to and/or from your location with your approval, in addition to any travel expenses we necessarily incur, and you agree to pay these charges and expenses.

All invoices and work orders are due and payable upon presentation. We require a 100% deposit for hardware and software purchased by TechPal, as well as a 50% deposit for all estimated labor, prior to commencement of a project. We reserve the right to charge your credit card on file if an open invoice has not been paid within 10 days of presentation for clients on an hourly payment arrangement. This does not apply to clients pre-paying for time in advance.

If we develop any software for you during our services, each of us grants to the other a full unrestricted license for its use and duplication anywhere, including but not restricted to the right of resale of the software, without further compensation or obligation, saving only that our copyright notice must appear on the software and on any of its derivative works; for the purposes of copyright and patent registration, we are the owners of the software. However, in the case of software which incorporates your proprietary business

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methods, confidential information or trade secrets, we agree to refrain from making those specific parts of the software available to others without your specific and separate written permission.

You understand that we have multiple clients, and that because of this we schedule our time to provide the best possible service to all our 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 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. Notwithstanding the foregoing, we will use commercially reasonable efforts to provide you with the services contracted for under this agreement.

We enforce a 24 hour cancellation policy. Failure to advise us of a change in your plans will result in a charge for the minimum length of the appointment. Should you require our rescheduling of other appointments in order to accommodate your emergency, every effort will be made to do so, and the work will be performed at the higher emergency rate.

TechPal does not make back-ups of customer data unless specifically requested and compensated. Should you request a backup of data, but fail to follow any subsequent procedure recommended by TechPal, then TechPal has no responsibility for the backup or data loss or corruption.

TechPal warrants the labor performed by our consultants. 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. You must advise TechPal within 5 business days should there be a problem with workmanship. If you bring an issue related to the work performed to our attention within the five-day period, we will verify that the problem was due to work performed by TechPal, and then at our discretion the original work will be re-performed at no additional expense. If however we find that the problem was not a result of our previous work, you will be billed for the additional time, unless you advise us not to perform the additional work. Failure to do so will limit our responsibility in problem resolution.

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, or which was already known by us or you provided that the source of such information was not bound by an obligation of confidentiality regarding such information.

You and TechPal both agree that any dispute over fees charged by TechPal will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in cases where the event is a dispute over fees, each of us is giving up the right to have the dispute decided by a court of law before a judge or jury, and instead we are accepting the use of arbitration for resolution. If the disputed amount is less than \$7,500, such dispute will be resolved in a small claims court.

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

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The hourly rate for our services will be disclosed to you in advance of the services being provided, and We may change this rate for future services upon thirty days verbal or written notice.

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

Very truly yours,
TECHPAL LLC

A handwritten signature in black ink, appearing to read "Atul Gupta", with a stylized flourish underneath.

Atul Gupta
Managing Partner

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Client Information

Company _____

Name _____

Referred by _____

Physical Address

City

State

Zip

Billing Address

City

State

Zip

Phone

Fax

Mobile

Email

Website

Rate Structure & Cancellation Policy Explained

Yes

No

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

Name/Signature _____