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LETTER OF AGREEMENT

This letter is to confirm the terms, conditions, and objectives of our work together and the services **Katzscan Inc.** will provide to _____ ("Client") and all related companies and divisions, as an independent contractor.

We will provide technical support services in the use, training, setup, and maintenance of computer software and hardware. We will analyze your business procedures and current computer systems and make suggestions for improvements. When we feel that we do not have enough knowledge or expertise in a particular area or in a certain situation to provide adequate service to you, we will tell you. We have contacts with other professionals and consultants in many different fields of expertise, and can seek out someone with the appropriate skills if you desire. We can also develop custom software to meet a variety of business requirements, if so desired.

We will devote as much attention as is necessary to completing your jobs on time, however, we do not propose to spend full time on your projects, as we have other clients in need of our services. Please understand that sometimes circumstances beyond our control may arise and force unexpected delays no matter how well we plan for them. We will be available to consult with you on technical and business matters; however, our professional services cannot be relied upon for legal or accounting advice more appropriately obtained from members of those specific professions. We cannot be expected to discover all errors or irregularities, and sometimes determining, analyzing, and solving a problem may require a number of steps, perhaps more than anticipated. We understand that, while performing our services, we may come across information of a sensitive, secretive, and/or competitive nature. We assure you that any such information will be held in the strictest confidence with regards to persons both inside and outside of your company.

Our per-person fee for these services will be computed at \$_____ per [o hour / o day]. This rate will not increase during the first 12 months following the date this letter is signed, and will not increase by more than 10% from one 12-month period to the next. This, together with any other reimbursable expenses such as miscellaneous purchases or out-of-town travel, will be billed [o **weekly** / o **bimonthly** / X **monthly**] or more frequently as the work progresses. Travel time at ½ the hourly rate [o **will** / o **will not**] be assessed for travel outside of Broward County, FL at our discretion. An advance retainer of \$_____ will be credited towards your final invoice. Custom software is protected by copyright laws, is fully owned by Katzscan Inc., and may not be distributed for any reason, in any manner, outside of Client's immediate company as named above, unless in written agreement with Katzscan Inc. Terms for the purchase of hardware, third-party software, & consumables (i.e. labels and ribbons) are: **100%** of the total (including sales tax and shipping) to be paid prior to placing the order. All packaged items are warranted through their respective manufacturers; Katzscan Inc. is not responsible in any way for their functionality, repair or replacement. All sales are final.

Our invoices for consulting, programming services, and the purchase of hardware, packaged software, and consumables are due and payable within **10 days** of the invoice date. A service charge of 1½% per month (annual rate of 18%) plus any collection costs and any attorney fees will be added to any account balance that remains outstanding for more than thirty (30) days. Any work by us may stop until such overdue invoices are paid in full. Any and all arbitrations, negotiations, or court appearances with regard to collections or any other matters pursued by either party or designated representative shall occur in either Broward County, Florida or a location designated by Katzscan Inc. or its representative. The liability of Katzscan Inc. to customer ("Client") for any reason and upon any cause of action related to the performance of the work under this agreement whether in tort or in contract or otherwise shall be limited to one-half the amount paid for consulting services by the customer ("Client") to Katzscan Inc. pursuant to this agreement.

If you agree with these terms, please sign this agreement and return an original to us, along with any advance payments, if applicable. (Fax or electronically scanned images are acceptable upon our approval.) We cannot begin working for you until this agreement is signed and received by us.

The above arrangements will continue until completion, unless terminated in writing with five (5) days notice.

Norman A. Katz, President, Katzscan Inc.

Date Signed

Printed Name / Signature / Title of Client-Company Representative

Date Signed

("I confirm that the contents of this agreement were not changed from the original format in which it was received.")