



TOCICI, LLC
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TOCICI, LLC - ON-DEMAND COMPUTER SUPPORT SERVICES

LETTER OF ENGAGEMENT

This Letter of Engagement does not obligate you to use the services of TOCICI. It serves only to confirm an understanding of the terms and objectives of your use of the computer consulting services of TOCICI, and the nature and limitations of the services that may be provided.

- The employees, technicians and representatives of TOCICI will be available for consultation on computer systems, procedures, implementation, software training, research, enhancements and any other matters which you deem necessary and appropriate. We will work on your behalf, helping to increase the productive use of your computers.
- All work is invoiced based on man-hour charges, plus out-of-pocket expenses also known as Time & Materials (T&M), unless otherwise noted. Our current fee schedule appears below, updates are available by contacting TOCICI or by visiting www.profoss.com.
- This is not a managed services contract. This is a break/fix arrangement only. You are expected to contact TOCICI every time you require IT assistance. A specific statement of work will be mutually agreed upon in advance of rendering services. You should expect no proactive services commonly associated with professionally managed environments. TOCICI does not guarantee specific response times for unmanaged environments. To receive such service benefits, you are responsible for executing a managed services contract in advance.
- **Payment, by cash, check or credit card is due upon receipt of your invoice.** If you will be paying by credit card, please fill in the credit card authorization part of this document. If you have established credit, you will be billed monthly, at the end of the project, or as charges are incurred, as deemed appropriate by TOCICI. Any amount which remains unpaid after thirty (30) days will be subject to a compounding finance charge of eighteen percent (18%) per month. TOCICI aggressively pursues delinquent invoice balances, and will turn delinquent invoices over to debt collection services. Legal fees and all applicable penalties will be added to your balance. Liens may be filed against your business or property.
- It is understood that the professional services rendered by TOCICI are its "Best Efforts" and are dependent upon information received from you, your employees or representatives, and from other resources not directly related to TOCICI. Computers that have been highly customized or built from scratch by end users can pose special challenges, and troubleshooting such units often depends on accurate information and documentation from the end-user. With the ever-increasing complexity of hardware and software, incompatibilities and other unpredictable interactions are possible. TOCICI accepts no responsibility for such irregularities, but will at all times keep you apprised of any such matters that come to our attention.
- It is understood that occasionally a computer which was experiencing a problem prior to a tech's arrival may not display that same problem when the analyst begins working on the system. We will do our best effort to check what we feel could be the cause of the problem; however unless we can duplicate the error at the time of service, we cannot guarantee resolution without further service efforts. Additional service efforts will add to the cost of your work.
- TOCICI cannot be held responsible if additional hardware or software is installed, configuration settings are changed, or friends or other computer professionals "work" on the system. Computer operations can also be affected by power fluctuations, incompatibilities, and even day-to-day end-user actions. As a result, we can only accept responsibility for work we have done on your systems for no more than seven (7) calendar days after completion. Subsequent use of the system can introduce changes that may affect the computer's operation. It is your obligation to test the system's full functionality immediately after the work is completed.
- TOCICI expects to receive written notice of any issue with our services, so that we have an opportunity to do everything reasonably possible to cure/correct/resolve issues, at no additional charge. In the event of a billing dispute, you are obligated to contact TOCICI in writing within 7 days of invoice date. If you do not, the work done and subsequent billing will be considered as "accepted", and all charges will stand as invoiced. Venue for dispute with a portion of the bill must be handled under the exclusive jurisdiction of Multnomah County (Oregon, USA) courts, and does not affect the rest of the bill. All undisputed portions are due immediately.
- You are expected and encouraged to perform regular backups of your data and provide adequate electrical and physical protection for your equipment. While working on your system, TOCICI technicians will exercise all reasonable precautions to protect your data. But, in the event of a loss of data, your most recent backup will be restored. TOCICI is not responsible for any loss of data or time that may occur. If you do not have a recent backup, please request that your TOCICI technician perform a backup of your storage media prior to commencing any service; backups will require additional time & materials.
- Certain software may be necessary to work on your computer. This includes system or application disks that came with the system, or may have been added later. All software disks that come with new computers or added afterwards by TOCICI will be given to you. You must save this software. If you cannot find your original disks, TOCICI technicians will attempt to help you find them or find replacements, but the delays are not the responsibility of TOCICI, and may add to the cost of your work.
- Malicious software is a real threat to any computer system. TOCICI routinely checks all of our own equipment, your equipment is not the responsibility of TOCICI.
- You acknowledge that state and federal laws govern the use and distribution of software. TOCICI adheres to these laws, and is not responsible for your compliance.
- If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
- You agree to defend, indemnify and hold harmless TOCICI, its officers, directors, employees, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the TOCICI services; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that our services caused damages. This defense and indemnification obligation will survive this agreement and your use of TOCICI services.

FEE SCHEDULE

Current rate information is always available at www.profoss.com

Service	Rate ¹	Minimums
On-Site: normally scheduled consultations, support and service.	\$125/hour ²	1 hour
Emergency Response ³	\$175/hour ²	1 hour
Offsite services: research/documentation, email, remote control, and equipment taken offsite	\$75/hour	15 minute

¹ Rates are subject to change, please see www.profoss.com for any possible revisions. All services are billed in 15-minute increments.

² Billing for on-site services includes our time traveling to your site, when less than four hours are rendered while on-site.

³ Emergency Response rates only apply when you request immediate priority response. Our response time for emergencies is typically between 1-4 hours. Although in lieu of a managed services contract, we cannot guarantee any specific response time. Normal on-site service is based on scheduled appointments. If you request a normal appointment, and we are able to send someone immediately, you will not be charged the emergency rate.



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Customer Information

Company:		Name:	
Phone:	Fax:	EIN:	
Physical Address:		ZIP:	Email:
City:		State:	Website:
Billing Address/City/State/ZIP:			

Application for Credit

Credit approval is required if you wish to be invoiced for services and materials rendered. If you are not applying for credit, please leave SSN, Bank Information & Credit references blank

Years In Business:	Type Of Business:	Incorporated?
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	Name	Address	SSN
Principal #1:			- -
Principal #2:			- -
Principal #3:			- -

Bank #1:	Credit Reference #1:
Bank #2:	Credit Reference #1:
Bank #3:	Credit Reference #1:

Credit Card Payments Authorization

I, _____, hereby agree to pay any and all credit card merchant processing fees, and authorize TOCICI to charge my credit card account for services & products rendered.

As the credit card holder, I hereby authorize receipt of goods & services at the business address above. I also authorize TOCICI to charge my credit card for future service requests and purchases approved by me.

Authorization Valid Until: ____ / ____ **Initial Here:** _____

Signature & Date:

I/we warrant that the information shown above to be true. I/we authorize TOCICI to investigate the references, statements, or other data obtained herein, as it relates to my/our credit and financial responsibility. I/we understand and accept the engagement terms detailed throughout this document, including the understanding that this agreement to pay for support & consulting services means an agreement to pay for time, not a product. The person signing below warrants that they are either an individual with legal authority to accept ultimate financial responsibility for charges incurred, and/or that they are the principal or other authorized officer of the company.

Signatures

Accepted & Approved	TOCICI
<i>Printed Name & Title</i>	Gregory Berkholtz, Principal <i>Printed Name & Title</i>
<i>Signature</i>	<i>Signature</i>
<i>Date:</i> / /	<i>Date:</i> / /