



network one

Rethinking IT.

Standard Engagement Letter

Siskiyou Technology Canada, ULC, dba Network One ("NETWORK ONE") is an unlimited liability corporation based in British Columbia that provides technology services to businesses, non-profits, and government agencies in Canada.

This Standard Engagement Letter shall define the terms under which NETWORK ONE provides services to the undersigned ("CLIENT").

- 1. Professional Undertaking:** NETWORK ONE will assign work on the CLIENT's behalf to NETWORK ONE employees and contractors based on skill and availability. Although NETWORK ONE will do its best to serve the CLIENT effectively, NETWORK ONE cannot guarantee success on any given project or endeavor. Nor does NETWORK ONE guarantee a particular result will be attained by us.
- 2. Hourly Fees:** Hourly fees are based on experience, education, training, and level of professional attainment of the NETWORK ONE employee or contractor. Currently, our Standard Rates range from \$134 CAD to \$310 CAD per hour.
- 3. Emergency Support:** All work performed outside of Normal Business Hours shall be billed at one and a half times NETWORK ONE's Standard Rates. Normal Business Hours are 8 a.m. to 6 p.m. Holiday Rates are two times Normal Rates. Holidays include all national Canadian and provincial holidays.
- 4. Onsite Support:** NETWORK ONE charges a two-hour minimum for all onsite support. Onsite visits shall be billed "portal-to-portal", that is from the time the NETWORK ONE employee or contractor travels from the nearest NETWORK ONE office until the NETWORK ONE employee or contractor returns to the nearest NETWORK ONE office. There may be additional travel charges, such as mileage, per diem, hotels, and airline flights, if the NETWORK ONE employee or contractor must travel more than one hour in each direction.
- 5. Other Fee Arrangements:** On occasion, and by specific separate agreement, a fee schedule other than an hourly fee, such as a fixed fee for a specifically defined project, may be utilized. In such a case, the fee and payment schedule will be set forth in a separate agreement or addendum. Unless intentionally excluded in a separate agreement, all other terms of the Standard Engagement Letter shall apply.
- 6. Costs:** In the course of rendering services, it may be necessary for NETWORK ONE to incur expenses for such items as hardware, special delivery services, and rental equipment. The actual expenses may vary depending on the type of services and location. Certain expenses may include an adjustment, above cost, to cover NETWORK ONE's expenses.
- 7. Invoices:** Generally, invoices are prepared and emailed as services are rendered or expenses incurred. Invoices are payable upon receipt and are overdue one day after the Date set forth in the invoice.

8. Late Payments: A 1.5% service charge will be added monthly to overdue invoices.

9. Retainer: NETWORK ONE requires a down payment of 50% of the total job, or all hardware, material, and other expenses, whichever is greater, before commencing work.

10. Warranties: During the course of the engagement, NETWORK ONE employees or consultants may recommend the purchase and installation of hardware or software, communication devices, or services. Warranties, to the extent they exist, are provided solely by the manufacturer and/or distributor of those products. NETWORK ONE shall not warranty such products or services, unless noted otherwise.

11. Limitations on Liability: In providing technology services, NETWORK ONE shall take all reasonable steps to prevent loss of data or prevent equipment or system failure. CLIENT agrees that in the event of a loss of data or a system or equipment failure, NETWORK ONE's liability to CLIENT shall not exceed fees incurred by CLIENT by NETWORK ONE for such technology services directly related to the data, equipment, or systems affected. CLIENT's agreement to this limitation on liability is a material factor in NETWORK ONE's decision to engage with CLIENT.

12. Non-solicitation of Employees: Both parties agree that without express, written consent by the other party, at all times while CLIENT is employing the services of NETWORK ONE and for twenty-four (24) months following such employment, neither party shall, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venture, investor, consultant or any other capacity whatsoever, solicit, divert hiring, retain (including as a consultant) or encourage to leave the employment or contract period of the other party and any employee or contractor of the other party, or hire or retain (including as a consultant) any former employee of the other party who has left the employment or contract period of the other party.

13. Confidentiality: NETWORK ONE treats all aspects of our relationship as confidential and will provide or sign appropriate non-disclosure agreements, if desired.

14. Other Matters: Unless both parties otherwise agree, the terms and conditions of this letter shall apply to all matters for which NETWORK ONE is engaged.

By signing below, CLIENT acknowledges receipt of this Letter of Engagement and CLIENT's agreement with the terms and conditions set forth therein. Note that this Letter does not obligate CLIENT in any way to contract with NETWORK ONE for services; It simply defines the terms and conditions under which such an engagement shall be conducted.

Name of Organization: _____

Billing Address: _____

Print Name: _____

Signature: _____

Title: _____ **Date:** _____