
GENERAL SERVICES AGREEMENT Letter of Engagement

THIS AGREEMENT is made and entered into on this _____ day of _____
20_____, by and between _____.
("Customer"), a corporation of _____ whose address is _____

_____ and CTIntegrators, Inc. ("CTI"), a corporation of Virginia, whose address is 14900 Conference Center Drive, Suite 200 - Chantilly, Virginia 20151.

WHEREAS, the Customer is desirous of a Service relationship, for their in-house Computer and Communications systems, including all Hardware and Communications software for use in connection with its business practice at the above address, and

WHEREAS, CTI is a systems developer and integrator which represents that it is capable of, and agreeable to, providing Customer with Services,

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. SCOPE

This Services and Support Agreement may be used in all areas of on-site, remote access and telephone support except programming and script writing, which require a separate agreement. The cost of hardware and equipment needed for repairs will be charged as needed unless equipment is under current CTI warranty or separate Hardware Replacement Agreement is in force.

Work is to be done by CTIntegrators and its' authorized personnel. Work may include all or part of the following services: Consulting with firms management and personnel to determine requirements; installation and maintenance of recommended hardware and software, basic software support and user support, evaluation of available resource material to select possible solutions, testing or demonstration of vendor products and solutions, aid in the selection process, creation of working prototypes and model systems to improve evaluation accuracy, recruitment of outside expertise as necessary to complete the automation strategy, and if needed, documentation of all evidence found.

2. MAINTENANCE PERIOD:

Services and Support are provided according to this Agreement during the Principle Period of Maintenance (PPM). The PPM is for CTIntegrators is Monday thru Friday 8:00am - 6:00pm excluding federally recognized holidays. Each on-site Support call incurs a minimum one hour deduction from this Agreement and 15 minute increments thereafter. Each support phone call will incur no charges for the first 10 minutes but is deducted in 15 minute increments thereafter. Remote access support is deducted in 30 minute increments. Service rendered outside the PPM incurs a \$150 surcharge against the first hour. Separate on-site "Trip Charges" are not covered in the agreement.

3. PAYMENT.

3.1 Terms. Customer shall pay CTI for services provided under this Agreement in accordance with the terms set forth in Section 11 or those set for in any Additional Statement of Services. All invoices submitted hereunder shall be due and payable within twenty (20) days from the date thereof. Payment shall be deemed made when received by CTI. Customer shall pay any federal, state, local or foreign taxes, duties, tariffs or other assessments (other than any tax based solely on CTI's net income) and related interest and penalties that CTI is at any time obligated to pay or collect in connection with or arising out of the transactions contemplated under this Agreement. Without limiting any of CTI's other rights or remedies, late charges at the rate of one and one-half percent (2%) per month or the maximum rate permitted by applicable law, whichever is lower, shall accrue on any due and payable amounts that are not paid when due hereunder, including any accrued but unpaid late charges.

3.2 Costs and Expenses. In addition to all other compensation provided hereunder, Customer shall reimburse CTI for reasonable out-of-pocket business expenses incurred by CTI, when pre-approved by the Customer, in the performance of the services provided hereunder. All such expenses will be documented to the Customer with appropriate receipts.

4. WARRANTIES.

4.1 Generally. CTI warrants that the services provided hereunder shall be performed in a reasonable and professional manner. CTI agrees that it will make reasonable effort to repair hardware and/or Software taking care not to exceed the value for a like new replacement. This warranty is limited to CTI's own equipment software sold to the Customer and does not cover third party hardware or software products. 4.2 Disclaimer. Customer acknowledges and understands that CTI does not manufacture nor has it designed any of the hardware, software or other material or

equipment that comprise or will comprise the computer system(s) in connection with which CTI shall provide services hereunder and that the grant of any rights in or provision of any warranties with respect to such system(s) or any components thereof is outside the scope of this Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4, CTI HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

4.3 Remedies. If, during the term of this Agreement, Customer reports that CTI shall have provided any Services in a manner that breaches the warranties provided in Section 4.1, CTI shall, at no cost to Customer, repeat such services in a manner consistent with such warranties. THE FOREGOING STATES THE ENTIRE LIABILITY OF CTI AND THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER WITH RESPECT TO ANY BREACH OF ANY WARRANTY PROVIDED BY CTI HEREUNDER.

5. TERMINATION.

5.1 Termination Events. CTI and Customer shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. Except as otherwise expressly provided herein, each party shall have the right to terminate this Agreement for cause upon a material breach of the other party's obligations hereunder and its failure to cure such breach within ten (10) days after receipt of written notice thereof from the non-breaching party. Notwithstanding the foregoing, failure to make any payment when due which is not cured in five (5) days after receipt of written notice shall be grounds for termination. CTI will stop all work and Services being provided upon receipt of written notice of termination from Customer.

5.2 Effect of Termination. Upon termination of this Agreement for any reason, in addition to any other amounts that may be due, Customer shall pay CTI for its services rendered up to the termination date of receipt of notice of termination at the rate set forth on Schedule B, or, if applicable, the rate set forth on the then current Additional Statement of Services. Customer shall have no right to or license to use any computer code, application or equipment for which CTI has not been paid in full.

6. LIMITATIONS OF LIABILITY.

UNDER NO CIRCUMSTANCES WILL CTI BE LIABLE ON ACCOUNT OF ANY CLAIM FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS PAID TO CTI ON ACCOUNT OF THE PARTICULAR STATEMENT OF SERVICES OR SET OF SPECIFICATIONS COVERING THE WORK WITH REGARD TO WHICH THE CLAIM IS MADE. THIS LIMITATION SHALL APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH RECOVERY IS CLAIMED. IN NO EVENT SHALL CTI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOSS OF DATA OR INFORMATION OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT CTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. In no event shall CTI's liability to Customer arising out of or in connection with this Agreement, whether in contract, tort or otherwise, exceed the amounts actually paid by Customer to CTI hereunder. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party hereto more than one (1) year after the cause of action has accrued, except that an action for nonpayment may be brought within one (1) year after the date the last payment was due.

7. NO SOLICITATION.

During the period commencing upon the date hereof and continuing until three hundred sixty-five (365) days after the termination of the term of this Agreement, neither Customer nor its agents or employees shall directly or indirectly solicit or hire (on Customer's behalf or on behalf of any third party) any of CTI's employees.

8. CLAIMS BY THIRD PARTIES.

8.1 Indemnification by Customer. Customer acknowledges that Customer shall be responsible for the use of Customer's computer system (the "System") in the conduct of its business. Accordingly, Customer shall be responsible for any and all losses or damages (including without limitation all third party claims or demands for damages to property, for breach of contract, for negligence or for personal injury) arising as a result of Customer's conduct of its business, including without limitation Customer's use of the System or any components thereof. Customer agrees to indemnify and hold CTI harmless from and with respect to any such loss or damage, including without limitation attorneys' fees and costs.

8.2 Indemnification by CTI. CTI will indemnify Customer and hold it harmless from and against all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, arising out of or resulting from any final and unappealable adjudication by a third party against Customer holding that any "Designs and Materials" (as defined below) delivered to Customer or deliverables resulting from Services that are incorporated in a Product under this Agreement, infringe a copyright or violate a trade secret.

9. Confidential Information

(d) Employees' Confidentiality Agreement. CTI will ensure that each of its employees who will have access to the Designs and Materials or Confidential Information of Customer executes an agreement, the form of which has been approved by Customer (the "Confidentiality Agreement"), acknowledging Customer's exclusive ownership and control of the Designs and Materials, obligating the employee to keep all Confidential Information confidential and not to use the Designs and Materials or Confidential Information in any way, commercially or otherwise, except in performing the Services, and transferring to Customer and waiving any and all Moral Rights in the Designs and Materials. Customer agrees to submit a proposed form for such a Confidentiality Agreement in conformity with this Agreement.

9.6 Confidential Information. CTI acknowledges that CTI will acquire information and materials from Customer and knowledge about the business, products, programming techniques, experimental work, customers, Customers and suppliers of Customer and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Designs and Materials, are and will be the trade secrets and confidential and proprietary information of Customer (collectively "Confidential Information"). Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of CTI or that Customer regularly gives to third parties without restriction on use or disclosure. CTI agrees to use commercially reasonable efforts to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the Services, to disclose it to CTI's employees only on a need-to-know basis and only to employees who have signed the Confidentiality Agreement, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. CTI further agrees to take commercially reasonable actions to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the likelihood of unauthorized use or copying of the Confidential Information. Nothing in this Agreement requires CTI to treat the Reusable Components as confidential.

10. MISCELLANEOUS.

10.1 Notices. All notices hereunder (other than payment) shall be in writing and delivered personally or sent via facsimile, by certified mail, return receipt requested, or by a reputable courier service to the addresses shown above or to such other addresses as may be designated in accordance with this Section

10.2 Entire Agreement. This Agreement constitutes the entire agreement between CTI and Customer with respect to the transactions contemplated herein and supersedes any and all prior or contemporaneous oral or written communications relating to the subject matter hereof. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Virginia. Any action or proceeding brought by Customer or CTI against the other related to this Agreement shall be brought exclusively in a court located in Fairfax County, and Customer submits to the jurisdiction of such courts for purposes of any such action or proceeding. This Agreement shall not be amended except by a writing executed by both parties. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. No remedy made available to CTI by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.3 Assignment. Each party hereto shall have the right and power to assign any of its obligations or duties of performance hereunder upon the written consent of the other party, which consent shall not be unreasonably withheld; provided that no such assignment shall relieve the assignor of primary responsibility for and liability with respect to the performance of its obligations hereunder.

10.4 Other Customers. During and after the term of this Agreement, it is understood that CTI shall have the right, in the exercise of its sole discretion, to provide services of any type to any person or entity, regardless of the industry or trade in which such person or entity may conduct any business or in connection with which such services may be provided, and that the provision of any such services by CTI shall not give rise to any liability to Customer on the part of CTI.

10.5 Independent Contractor. Neither party nor any of its personnel shall be considered as an agent or employee of the other party. It is understood and agreed that CTI is an independent contractor with respect to performing services hereunder on behalf of Customer and that CTI shall have full control over, and responsibility for, the manner and means by which the such services are provided hereunder.

10.6 Force Majeure. Neither party shall be responsible for (or be deemed in breach or default hereof as a result of) delays or failures in performance hereunder (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, application of any law or regulation or other act of any governmental officer or personnel, labor dispute, or any other occurrence beyond the reasonable control of such party.

10.7 Resolution of Conflict. Both parties agree during a thirty (30) day period after notice is given to the other party of a dispute under the terms of this Agreement to use its best efforts to resolve any dispute through good faith negotiations.

10.8 Agreement Controls. In the event Customer shall submit any purchase order or similar document containing any provisions that are in addition to or inconsistent with the provisions hereof, the provisions of this Agreement shall control, and the provisions of any such purchase order or similar document shall be of no force or effect, unless signed by an authorized agent of CTI.

10.9 Severability of Provisions. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. Further, to the extent any provision hereof is found to be in part enforceable and in part unenforceable, the unenforceable portion shall be deemed stricken therefrom, and such provision shall be valid and enforceable to the

maximum extent permitted under applicable law. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability, disclaimer of warranties, or exclusion of damages or exclusion of other remedies is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability, exclusions of damages and exclusions of other remedies set forth herein shall remain in effect.

10.10 Section References. Any reference herein to a Section shall constitute a reference to all sub-sections thereof.

10.11 Amendment, Waivers. Any amendment, waiver or modification of any provision or exhibit or schedule of this Agreement will be effective only if in writing and signed by both parties hereto.

10.12 Promotion. CTI may take credit for and promote its role in the creation of the Products, subject to Customer's approval of CTI's promotional materials that mention the Customer or the Products, which approval shall not be unreasonably withheld or delayed.

11. TERM.

The term of this Agreement shall commence on the date that both parties have signed and shall continue through until terminated by either the Customer or CTI set forth in section 5. The provisions of Sections 3, 4, 5, 6, 7, 8, 9 and 10 hereof shall survive and be fully enforceable after termination of the term of this Agreement.

12. RATES:

Rates for CTI resources assigned to this project will be:

Project Manager	\$250 / hour
Systems/Network Engineer	\$165 / hour
Scripting or Software Developer	\$150/ hour

Minimum charge for on-site support is \$250

Trip charges may apply and will be charged as documented on the ctintegrators.com web site.

Consulting is billed on an hourly basis. Services proposed are estimated only, do not include expenses, and do not construe any guarantee on the part of CTI to complete said services within that estimate. Customer will be billed only for those hours expended. If the services will exceed CTI's estimate, CTI will inform customer in writing and Customer will have the right to continue said service for the revised hourly estimate or decline the further work by notifying CTI in writing. Such notification will become an amendment to these services and payment schedules. In the event that Customer declines further work, Customer is obligated to pay CTI for work already completed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date that both Parties have signed.

Starting Date: _____

CTIntegrators, Inc.

Customer Location:

Company Name

Company Name

14900 Conference Center Drive, Suite 200
Chantilly, Virginia 20151

Address

Address

Signature

Signature

Date: ___/___/___

Date: ___/___/___