

Make sure to have your lawyer go over any agreement before you use it with your clients.

Agreement

THIS AGREEMENT is made on the _____ day of _____ 20____, between Your Co. Name, Inc. (referred to as Y C N) and Business & Computers, Inc. (referred to as B&C). The dollars in this agreement do not include the original design work done by B&C prior to the date of this contract.

B&C will write a group of computer programs in Microsoft Access called "Order Tracking Application", to facilitate Y C N in keeping track of, and reporting on, Orders and Products. (See Addendum "A", "B" and "C" for an exact explanation of programs design).

B&C shall design in conjunction with Y C N, Implement, and Install the above programs on one computer and the network. B&C will work closely with two or three people from Y C N to train them on the Installation and the entry process, and to solve any bugs that will appear during the debugging process (note: bugs will show up). B&C shall support the system for 3 months after the programs are substantially completed for the costs indicated in this agreement. After that, B&C will support the programs for its current hourly fees at the time of the support. In addition it will be Y C N responsibility to do all data entry into the above programs after installation and daily backup of all computer data.

Y C N agrees that they are purchasing a license from B&C to use the "Order Tracking Application" exclusively for their internal use. Y C N further agrees not to copy (except for backup purposes) or distribute the above programs outside their Corporation and their subsidiaries. The "Order Tracking Application" will be owned by B&C and is protected by United States copyright laws.

Y C N understands that B&C's expertise is with writing programs in Microsoft Access and other databases, and is a student of MS Excel, MS Word, and some Novel Network 3.11 administration. However Y C N understands that Network Hardware, certain Network software, and other computer programs are not part of B&C's expertise.

B&C will do the Design, Implementation and Support of the "Order Tracking Application" as shown in Addendum "A", "B" and "C" for \$95.00 per hour. However B&C agrees that the project will not exceed 75 hours. If Y C N requires changes in the programs designed on the attachments, B&C will bill at \$95.00 per hour. This will be over and above the project maximum billing guarantee. B&C agrees to the \$95.00 rate for six (6) months from the date that this agreement is signed. Y C N agrees to paying all bills within 15 days of invoice. In addition Y C N understands that the cost of any shelf software such as MS Access and MS Excel etc., are not included in this agreement.

Y C N agrees to make decisions on a timely manner, not to exceed 7 days, when questions come up during the programming process. If the Y C N believes the programs do not meet the design specifications once B&C installs the programs, Y C N will notify B&C in writing of the exact problems within 60 days after installation, so that B&C can correct any problems.

Any and all disputes concerning this Agreement or any party's performance hereunder shall be resolved by binding arbitration to take place in Kansas pursuant to the standard rules and practices of the American Arbitration Association, with both parties responsible for their own costs and expenses incurred in any such arbitration process.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is

invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

This agreement shall be governed by the laws of the state of Kansas.

Your Co. Name, Inc.

Business & Computers, Inc.

by _____
(title)

by _____
Larry J. Gordon (president)

Date ___/___/___

Date ___/___/___